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No. 8] NEW DELHI, SATURDAY, FEBRUARY 20, 1993/PHALGUNA 1, 1914

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than
the Ministry of Defence)

गृह मंत्रालय

MINISTRY OF HOME AFFAIRS

नई दिल्ली, 2 फरवरी, 1993

New Delhi, the 2nd February, 1993

का. प्रा. 323.—आतंकवादी एवं विध्वंसकारी गतिविधियों
(निवारक) अधिनियम, 1987 (1987 का 28) की धारा
13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते
हुए, केन्द्रीय सरकार उक्त अधिनियम के अन्तर्गत दिल्ली,
नई दिल्ली और गाहदरा में उपर्युक्त अधिनियम की धारा
9 के अन्तर्गत गठित नामित न्यायालयों में दिल्ली विशेष
पुलिस संगठन द्वारा जांच किए गए अथवा चलाए गए मामलों
और उनमें जुड़े अथवा उनके साथ कटित अन्य मामलों को
संचालित करने के लिए एतद्वारा श्री वाई. के. मर्गना,
विधि उप सलाहकार, केन्द्रीय जांच ब्यूरो, नई दिल्ली का
विशेष लोक अभियोजक के रूप में नियुक्त करती है।

S.O. 323.—In exercise of the powers conferred by sub-
section (i) of section 13 of the Terrorist and Disruptive Acti-
vities (Prevention) Act, 1987 (28 of 1987), the Central Gov-
ernment hereby appoints Shri Y. K. Saxena, Deputy Legal
Advisor, Central Bureau of Investigation, New Delhi, as a
Special Public Prosecutor, for conducting cases and other
matters connected therewith or incidental thereto under the
said Act investigated or instituted by the Delhi Special Police
Establishment in the Designated Courts at Delhi, New Delhi
and Sabadara constituted under section 9 of the aforesaid
Act.

[सं. 3/1/91—विधि पृष्ठक]

[No. 3/1/91-Legal Cell]

सी. डी. आरहा, संयुक्त सचिव

C. D. ARHA, Jt. Secy.

वित्त मंत्रालय
(राजस्व विभाग)

नई दिल्ली, 25 नवम्बर, 1992

आयकर

का. आ. 324 आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "श्री वेंकटचलपती यन्त्राछात्रम ट्रस्ट, कविस्तालम, तंजावूर जिला" को कर निर्धारण वर्ष 1989-90 से 1991-92 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

(i) कर निर्धारिणी इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है ;

(ii) कर निर्धारिणी ऊपर उल्लिखित कर-निर्धारण वर्षों में संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जवर जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;

(iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार में प्राप्त लाभ तथा अभि-लाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिणी के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं० 9134 (फा० सं० 197/52/90 आयकर नि० 1)]

शरत चन्द्र, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 25th November, 1992

(INCOME-TAX)

S.O. 324.—In exercise of the powers conferred by sub-clause (V) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Venkatachalapathi Annachatram Trust, Kabilatalam, Thanjavur District" for the purpose of the said sub-clause for the assessment years 1989-90 to 1991-92 subject to the following conditions, namely :—

(i) the assessee will apply its income or accumulate for application, wholly and exclusively to the objects for which it is established;

(ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to its assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;

(iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9134/F. No. 197/52/90-JTA-I]
SHARAT CHANDRA, Under Secy.

नई दिल्ली, 31 दिसम्बर, 1992

आयकर

का. आ. 325 आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "दि चर्च आफ साउथ इंडिया ट्रस्ट एसोसिएशन, मद्रास" को कर निर्धारण वर्ष 1992-93 से 1994-95 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

(i) कर निर्धारिणी इसकी आय कर इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है —

(ii) कर निर्धारिणी ऊपर उल्लिखित कर निर्धारण वर्षों में संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि जवर जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न (का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;

(iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार में प्राप्त लाभ तथा अभि-लाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिणी के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं० 9156/फा.सं० 197/5/92-आयकर (नि०-1)]

शरत चन्द्र, अवर सचिव

New Delhi, the 31st December, 1992

(INCOME-TAX)

S.O. 325.—In exercise of the powers conferred by sub-clause (V) of clause (23C) of section 10 of the I.T. Act, 61 (43 of 1961), the Central Government hereby notifies The Church of South India Trust Association, Madras" for the purpose of the said sub-clause for the assessment years 1992-93 to 1994-95 subject to the following conditions, namely :—

(i) the assessee will apply its income or accumulate for application, wholly and exclusively to the object for which it is established;

(ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the

assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;

- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9156(F. No. 197/5/92-IT(AI))
SHARAT CHANDRA, Under Secy.

नई दिल्ली, 31 दिसम्बर, 1992

आयकर

का. आ. 326:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "बोचासनवासी श्री अक्षर पुरुषोत्तम संस्था, अहमदाबाद" को कर निर्धारण वर्ष 1993-94 से 1995-96 तक के लिए निम्नलिखित शर्तों के अध्वधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

(i) कर-निर्धारिता इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है ;

(ii) कर निर्धारिता ऊपर उल्लिखित कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जेबर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;

(iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभि-लाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिता के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएँ नहीं रखी जाती हो।

[अधिसूचना सं. 9158/फा.सं. 197/104/92-आयकर-नि-1]

शरत चन्द्र, अवर सचिव

New Delhi, the 31st December, 1992

(INCOME-TAX)

S.O. 326.—In exercise of the powers conferred by sub-clause (V) of clause (23C) of section 10 of the Act, 1961 (43 of 1961), the Central Government hereby notifies "Bochasanwasi Shri Akshar Purushottam Sanstha, Ahmedabad" for the purpose of the said sub-clause for the assessment years 1993-94 to 1995-96 subject the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;

(ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;

(iii) the notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9158 F. No. 197/104/92-IT(AI)]
SHARAT CHANDRA, Under Secy.

नई दिल्ली, 4 जनवरी, 1993

(आयकर)

का. आ. 327:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "राजा चरिटी ट्रस्ट, राजापलायम" को 1985-86 से 1989-90 तक के कर निर्धारण वर्षों के लिए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है।

[अधिसूचना सं. 9164/फा.सं. 197/16/89-आयकर-नि. 1]

शरत चन्द्र, अवर सचिव

New Delhi, the 4th January, 1993

(INCOME-TAX)

S.O. 327.—In exercise of the powers conferred by sub-clause (V) of clause (23C) of Section 10 of the Income-Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Raja Charity Trust, Rajapalayam" for the purpose of the said sub-clause for the assessment years 1985-86 to 1989-90.

[Notification No. 9164(F. No. 197/16/89-ITA-I)]

SHARAT CHANDRA, Under Secy.

नई दिल्ली, 4 जनवरी, 1993

(आयकर)

का. आ. 328:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "हजरत पिर मोहम्मद शाह दरगाह शरीफ ट्रस्ट, अहमदाबाद" को कर निर्धारण वर्ष 1991-92 से 1993-94 तक के लिए निम्नलिखित शर्तों के अध्वधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

(i) कर निर्धारिता इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है ;

(ii) कर निर्धारिता ऊपर उल्लिखित कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि

(जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वेच्छिक अंशदान से मिलन) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;

(iii) यह अधिसूचना किसी ऐसे आय के सवध में लागू नहीं होगी, जो कि कारोबार में प्राप्त लाभ तथा अभिवृद्धि के रूप में हो जब तक कि ऐसा कारोबार उक्त कर निर्धारित के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएँ नहीं रखी जाती हों।

[अधिसूचना सं. 9162/पा. सं. 197/4/92-आयकर(ति-1)]

शरत चन्द्र, अवर सचिव

New Delhi, the 4th January, 1993

(INCOME-TAX)

S.O. 328.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Hazrat Pir Mohammed Shah Dargah Sharif Trust, Ahmedabad" for the purpose of the said sub-clause for the assessment years 1991-92 to 1993-94 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9162/F. No. 197/4/92-IT(AI)]

SHARAT CHANDRA, Under Secy.

नई दिल्ली, 8 जनवरी, 1993

मुख्यालय स्थापना

का. आ. 329.—केन्द्रीय सरकार, केन्द्रीय राजस्व बोर्ड अधिनियम, 1963 (1963 का 54) की धारा 3 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय राजस्व सेवा (सी. शु. एवं के. उ. शुल्क) के अधिकारी श्री के. विश्वनाथन को, जो हमसे पूर्व सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क, कानपुर में प्रधान समाहर्ता के रूप में तैनात थे, दिनांक 1 जनवरी, 1993 के पूर्वाह्न से और अगला आदेश होने तक केन्द्रीय उत्पाद शुल्क एवं सीमा-शुल्क बोर्ड में मदस्य नियुक्त करने के।

[फा. म. ए - 19011/2/93-प्रजा - 1]

रमेश कुमार, अवर सचिव

New Delhi, the 8th January, 1993

HEADQUARTERS ESTABLISHMENT

S.O. 329.—In exercise of the powers conferred by sub-section (2) of Section 3 of the Central Board of Revenue Act, 1963 (No. 54 of 1963), the Central Government hereby appoints Shri K. Vishwanathan, an officer of the Indian Revenue Service (Customs & Central Excise) and formerly posted as Principal Collector, C&CE, Kanpur, as Member of the Central Board of Excise & Customs with effect from the forenoon of 1st January, 1993 and until further orders.

[F. No. A-19011/2/93-Ad.I]

RAMESH KUMAR, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 22 जनवरी, 1993

का. आ. 330.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10-ख की उपधारा (1) तथा (2) के उपबन्ध लॉर्ड कृष्णा बैंक लि. पर 1 नवम्बर, 1992 से 31 जनवरी, 1993 तक तीन महीने की अवधि के वास्ते अथवा बैंक के नियमित पूर्णकालिक अध्यक्ष को नियुक्त होने तक, इनमें से जो भी पहले हो, लागू नहीं होंगे।

[संख्या 15/4/92-बी.ओ.-III(i)]

के. के. मंगल, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 22nd January, 1993

S.O. 330.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-sections (1) and (2) of section 10-B of the said Act shall not apply to the Lord Krishna Bank Limited for a period of three months from 1st November, 1992 to 31st January, 1993 or till the appointment of a regular wholetime Chairman for that bank, whichever is earlier.

[No. 15/4/92-B.O.-II]

K. K. MANGAL, Under Secy.

नई दिल्ली, 22 जनवरी, 1993

का. आ. 331.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबन्ध निम्नलिखित अंशल मम्पत्तियों के संबंध में अधिसूचना के प्रकाशित होने की तारीख से दो वर्ष की अवधि के लिए पंजाब को-आपरेटिव बैंक लि. पर लागू नहीं होंगे।

1. अमृतसर जिले के तरनतारण तहसील के थारु ग्राम में अवस्थित 42' × 35' के प्लॉट में 1/4 भाग।

2. तहसील और जिला अमृतसर के ग्राम कालावनपुर में अवस्थित 7 कनाल 4 मरले की भूमि।

[सं. 15/1/93-बी. ओ. ए.]

के.के. मंगल, अवसर सचिव

New Delhi, the 22nd January, 1993

S.O. 331.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1919 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply to the Punjab Co-operative Bank Ltd. for a period of two years from the date of notification in respect of the immovable properties viz.

1. 1/4 share in a plot of 42 × 35 situated at Village Tharu, Tehsil Tarn Tarn, District Amritsar.

2. 7 Kanal 4 marlas land situated at village Kalaghanpur, Tehsil and District Amritsar.

[No. 15/1/93-BOA]

K. K. MANGAL, Under Secy.

नई दिल्ली, 25 जनवरी, 1993

का.आ. 332.—सरकारी स्थान (अप्राधिकृत अधि-भोगियों की बेदखली) अधिनियम 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार वित्त मंत्रालय (आर्थिक कार्य विभाग) (वैकिंग प्रभाग) की दिनांक 20 अगस्त, 1988 के भारत के राजपत्र के भाग II खण्ड 3 उप खण्ड (ii) में प्रकाशित दिनांक 29 जुलाई, 1988 की एम.ओ. 2518 का अतिश्रमण करते हुए, ऐसे अधिक्रमण में पहले किये गये कार्यों और करने के लिए छोड़े गए कार्यों को छोड़कर, केन्द्रीय सरकार एतद्-द्वारा, निम्नलिखित सारणी के कालम (1) में उल्लिखित उन अधिकारियों को नियुक्त करती है जो सरकार के राज-पत्रित अधिकारियों के स्तर के समकक्ष अधिकारी होंगे, और उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी होंगे, जो उक्त अधिनियम द्वारा प्रदत्त शक्तियों का प्रयोग करेंगे तथा उसके अधीन उक्त सारणी के कालम (2) में उल्लिखित सरकारी स्थानों के संघ में सम्पदा अधिकारियों को सौंपे गए कर्तव्यों को पूरा करेंगे।

अधिकारी का पद सरकारी स्थानों की श्रेणियाँ और अधिकार क्षेत्र सीमा

1	2
1. सहायक महाप्रबंधक भारतीय स्टेट बैंक, अहमदाबाद।	भारतीय स्टेट बैंक की अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए और गुजरात, दमन, दीव और दादरा और नागर हवेली संघ राज्यों में अवस्थित स्थान।

1	2
2. सहायक महाप्रबंधक, भारतीय स्टेट बैंक, बंगलूर।	भारतीय स्टेट बैंक की अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए कर्नाटक राज्य में अवस्थित स्थान।
3. सहायक महाप्रबंधक, भारतीय स्टेट बैंक, भोपाल।	भारतीय स्टेट बैंक की अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए मध्य प्रदेश राज्य में अवस्थित स्थान।
4. सहायक महाप्रबंधक, भारतीय स्टेट बैंक, भुवनेश्वर।	भारतीय स्टेट बैंक की अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए उड़ीसा राज्य में अवस्थित स्थान।
5. सहायक महाप्रबंधक, भारतीय स्टेट बैंक, बम्बई।	भारतीय स्टेट बैंक की अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए महाराष्ट्र राज्य में अवस्थित स्थान।
6. सहायक महाप्रबंधक, भारतीय स्टेट बैंक, कलकत्ता।	भारतीय स्टेट बैंक की अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए सिक्किम, पश्चिम बंगाल और संघ शासित क्षेत्र अण्डमान और निकोबार द्वीप समूह में अवस्थित स्थान।
7. सहायक महाप्रबंधक, भारतीय स्टेट बैंक, अण्डीगढ़।	भारतीय स्टेट बैंक की अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए हरियाणा के फरीदाबाद, गुड़गांव और सोनीपत जिलों को छोड़कर जम्मू और कश्मीर, पंजाब, हिमाचल प्रदेश और संघ शासित क्षेत्र चंडीगढ़ में अवस्थित स्थान।
8. सहायक महाप्रबंधक, भारतीय स्टेट बैंक, गुवाहाटी।	भारतीय स्टेट बैंक की अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए असम, मणिपुर, त्रिपुरा, मेघालय, नागालैण्ड, अरुणाचल प्रदेश और मिजोरम राज्यों में अवस्थित स्थान।
9. सहायक महाप्रबंधक, भारतीय स्टेट बैंक, हैदराबाद।	भारतीय स्टेट बैंक अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए आंध्र प्रदेश राज्य में अवस्थित स्थान।

1	2
10. सहायक महाप्रबंधक, भारतीय स्टेट बैंक, लखनऊ।	भारतीय स्टेट बैंक की अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए उत्तर प्रदेश राज्य के केन्द्रीय तथा पूर्वी अंचल में यानि उत्तर प्रदेश के सभी भाग जो नई दिल्ली स्थानीय प्रधान कार्यालय के अन्तर्गत पश्चिमी अंचल में शामिल नहीं किये गए हैं में अवस्थित स्थान।
11. सहायक महाप्रबंधक, भारतीय स्टेट बैंक, मद्रास।	भारतीय स्टेट बैंक की अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिए गए तमिलनाडु, केरल और संघ शासित क्षेत्र पाण्डिचेरी और लक्षद्वीप में अवस्थित स्थान।
12. सहायक महाप्रबंधक, भारतीय स्टेट बैंक, नई दिल्ली।	भारतीय स्टेट बैंक की अथवा उसके द्वारा अथवा पट्टे पर लिए गए राजस्थान राज्य, उत्तर प्रदेश के पश्चिमी अंचल आगरा, अलीगढ़, बिजनौर, बुलन्दशहर, चमोली, देहरादून, एटा, गढ़वाल, गाजियाबाद, मणिपुर, मेरठ, मथुरा, मुजफ्फरनगर, सहारनपुर, टिहरी गढ़वाल और उत्तर काशी, हरियाणा में फरीदाबाद, गुड़गांव और सोनीपत जिलों और संघ शासित क्षेत्र दिल्ली में अवस्थित स्थान।
13. सहायक महाप्रबंधक, भारतीय स्टेट बैंक, पटना।	भारतीय स्टेट बैंक की अथवा उसके द्वारा अथवा उसकी ओर से बिहार राज्य में अवस्थित स्थान।

[सं. 15/13/91-बी.ओ.ए.]

के.के. मंगल, अवर सचिव

New Delhi, the 25th January, 1993

S. O. 332.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), and in supersession of the notification of the Government of India in the Ministry of Finance, (Department of Economic Affairs), (Banking Division), No. S.O.2518, dated the 29th July, 1988, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 20th August, 1988, except as respects things done or omitted to be done before such supersession, the Central Government hereby appoints the officers mentioned in column (1) of the Table below, being officers equivalent to the rank of a gazetted officer of

the Government, to be estate officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officers by or under the said Act, within the local limits of their respective jurisdiction in respect of the public premises specified in the corresponding entries in column (2) of the said Table:—

Designation of the Officer Categories of Public Premises and local limits of jurisdiction	
(1)	(2)
1. Assistant General Manager, State Bank of India, Ahmedabad	Premises belonging to or taken on lease by, or on behalf of State Bank of India in the State of Gujarat, the Union territories of Daman, Diu and Dadra and Nagar Haveli.
2. Assistant General Manager, State Bank of India, Bangalore	Premises belonging to or taken on lease by, or on behalf of, State Bank of India in the State of Karnataka.
3. Assistant General Manager, State Bank of India, Bhopal.	Premises belonging to or taken on lease by, or on behalf of State Bank of India in the State of Madhya Pradesh.
4. Assistant General Manager, State Bank of India, Bhubaneswar	Premises belonging to or taken on lease by, or on behalf of State Bank of India in the State of Orissa.
5. Assistant General Manager, State Bank of India, Bombay.	Premises belonging to or taken on lease by, or on behalf of State Bank of India in the State of Maharashtra and State of Goa.
6. Assistant General Manager, State Bank of India, Calcutta	Premises belonging to or taken on lease by, or on behalf of State Bank of India in the State of Sikkim, West Bengal and the Union Territory of the Andaman and Nicobar Islands.
7. Assistant General Manager, State Bank of India, Chandigarh	Premises belonging to or taken on lease by, or on behalf of State Bank of India in the State of Haryana excluding the districts of Faridabad, Gurgaon and Sonapat, Jammu and Kashmir, Punjab, Himachal Pradesh and Union Territory of Chandigarh.
8. Assistant General Manager, State Bank of India, Guwahati	Premises belonging to or taken on lease by, or on behalf of State Bank of India in the States of Assam, Manipur, Tripura, Meghalaya, Nagaland, Arunachal Pradesh and Mizoram.
9. Assistant General Manager, State Bank of India, Hyderabad	Premises belonging to or taken on lease by, or on behalf of State Bank of India in the State of Andhra Pradesh.
10. Assistant General Manager, State Bank of India, Lucknow	Premises belonging to or taken on lease by, or on behalf of State Bank of India in the Central and Eastern Zones of the State of Uttar Pradesh, that

(1)	(2)
	is all parts of Uttar Pradesh as have not been included in the Western Zone under New Delhi Local Head Office.
11. Assistant General Manager, State Bank of India, Madras	Premises belonging to or taken on lease by, or on behalf of State Bank of India in the States of Tamil Nadu, Kerala and in the Union Territory of Pondicherry and Lakshadweep.
12. Assistant General Manager, State Bank of India, New Delhi	Premises belonging to or taken on lease by, or on behalf of State Bank of India in the State of Rajasthan, the Western Zone of the State of Uttar Pradesh that is the districts of Agra, Aligarh, Bijnor, Bulandshar, Chamoli, Dehra Dun, Etah, Garhwal, Ghaziabad, Manipur, Mathura, Meerut, Muzaffarnagar, Saharanpur, Tehri Garhwal and Uttar Kashi, the districts of Faridabad, Gurgaon and Sonapat in the State of Haryana and the Union territory of Delhi.
13. Assistant General Manager, State Bank of India, Patna	Premises belonging to or taken on lease by, or on behalf of State Bank of India in the State of Bihar.

[F. No. 15/13/91—B.O.III]
K. K. MANGAL, Under Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 21 दिसम्बर, 1992

का.आ. 333.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में वाणिज्य मंत्रालय के अन्तर्गत आने वाले निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्य-साधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. मुख्य लेखा नियंत्रक,
मुख्य लेखा कार्यालय, वाणिज्य मंत्रालय,
उद्योग भवन, नई दिल्ली।
2. विकास आयुक्त,
कांडला मुक्त व्यापार जोन,
गांधीधाम-370230
कच्छ (गुजरात)
3. इंडिया ट्रेड प्रमोशन आर्गेनाइजेशन,
प्रगति मैदान,
नई दिल्ली-110001

4. समुद्री उत्पाद निर्यात विकास प्राधिकरण,
वर्ल्ड ट्रेड सेंटर,
पो. बा. सं. 1708, कॉलिम स्टेट,
एम. जी. रोड, एर्नाकुलम,
कोचीन-682015

5. काउन्सिल फार लेदर एक्सपोर्ट्स,
(लेदर सेंटर) 53
सिदेन हम्स रोड,
मद्रास-600003

6. संयुक्त मुख्य नियंत्रक आयात निर्यात,
प्राधिकरण बाजार आवास,
व्यावसायिक केन्द्र सागर सराय,
गुलजारीमल धर्मशाला रोड,
मुराबाबाद-244001

[सं. ई-11011/15/90-हिन्दी]

हरद्वारी लाल, संयुक्त निदेशक

MINISTRY OF COMMERCE

New Delhi, the 21st December, 1992

S.O. 333.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official purposes of the Union), Rules, 1976 the Central Government hereby notifies the following Offices under the Ministry of Commerce whereof more than 80 per cent staff have acquired working knowledge of Hindi :—

1. Chief Controller of Accounts,
Principal Accounts Office,
Ministry of Commerce,
Udyog Bhawan,
New Delhi.
2. Development Commissioner,
Kandla Free Trade Zone,
Gandhidham-370230,
Kachchh (Gujarat).
3. India Trade Promotion Organisation,
Pragati Maidan, New Delhi-110001.
4. Marine Products Export Development Authority,
World Trade Centre, P.B. No. 1708,
Collis Estate, M.G. Road,
Ernakulam, Cochin-682015.
5. Council for Leather Exports,
Leather Centre,
53, Sydenhams Road,
Madras-600003.
6. Joint Chief Controller,
Export Import Authority Market,
Residence Commercial Centre, Sagar Sarai,
Guljarimal Dharamsala Road,
Moradabad-244001.

[No. E-11011/15/90-Hindi]

HARDWARI LAL, Jt. Director

पैट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 29 जनवरी, 1993

का.आ. 334.—तेल उद्योग (विकास) अधिनियम 1974 (1974 का 47) की धारा 3 उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा तत्काल प्रभावी तारीख से अपने आदेश होने तक के लिए

तेल उद्योग विकास बोर्ड में श्री बी. शंकरानन्द के स्थान पर कैप्टन सतीश शर्मा, पदालिपत्र और प्राकृतिक गैस राज्य मंत्री (स्वतंत्र प्रभार) को अध्यक्ष के रूप में नियुक्त करनी है।

[संख्या जी-35012/3/92-विन्-II]

डा. ए. एन. सक्सेना, वित्तोप सहायक

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 29th January, 1993

S.O. 334.—In exercise of the powers conferred by Sub-section (4) of Section 3 of the Oil Industry (Development) Act, 1947 (47 of 1974), the Central Government hereby appoints, with immediate effect and until further orders, Captain Satish Sharma, Minister of State for Petroleum and Natural Gas (Independent charge), as the Chairman of the Oil Industry Development Board vice Shri B. Shankaranand.

[No. G-35012/3/92-Fin.II]

DR. A. N. SAKSENA, Financial Adviser

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 5 जनवरी, 1993

का.आ. 335.—चलचित्र (प्रमाणीकरण) नियम, 1983 के नियम 7 और 8 के माध्य पठित चलचित्र अधिनियम 1952 (1952 का 37) की धारा 5 की उप धारा (1) द्वारा प्रवक्त शक्तियों का प्रयोग करते हुए तथा इस मंत्रालय की अधिसूचना संख्या 814/4/90-एफ (सी) दिनांक 30-9-91 और अधिसूचना संख्या 809/7/92-एफ (सी) दिनांक 28-2-92, 18-5-92 और 6-11-92 के अनुक्रम में केन्द्रीय सरकार मिमलिखित व्यक्तियों को तत्काल प्रभाव में और अगले आदेशों तक केन्द्रीय फिल्म प्रमाणीकरण बोर्ड के हैदराबाद सलाहकार पैनल का सदस्य नियुक्त करती है।

- (1) श्री एम. नारायण राव
- (2) श्री वी. पलवेल्ली
- (3) श्री जी. अमात्रा
- (4) श्री एन. विवेकानन्द रेड्डी
- (5) डा. के. प्रसाद राव (जेण्)

[फाइल सं. 809/7/92-एफ (सी)]

एस. लक्ष्मीनारायण, संयुक्त सचिव

MINISTRY OF INFORMATION & BROADCASTING

New Delhi, the 5th January, 1993

S.O. 335.—In exercise of the powers conferred by sub-section (1) of section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 and in continuation of the Ministry notification No. 814/4/90-F(C) dated 30-9-91 and notifications Nos. 809/7/92MF (C) dated 28-12-92, 18-5-92 and 16-11-92, the Central Government is pleased to appoint the following persons as members of Hyderabad advisory panel of the Central Board of Film Certification with immediate effect and until further orders :—

- (1) Shri M. Narayana Rao.
- (2) Shri V. Palavelly.
- (3) Shri G. Ammannan.
- (4) Shri N. Vivekananda Reddy.

(5) Dr. K. Prasada Rao (Venu).

[File No. 809/7/92-F(C)]

S. LAKSHMI NARAYANAN, Jr. Secy.

श्रम मंत्रालय

नई दिल्ली, 22 जनवरी, 1993

का. आ. 336.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार, पंजाब नेशनल बैंक के प्रवक्तव्य के संवाद निजियों और उनके कार्किरों के बीच, अनुवय में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, मुम्बई के पंचयत को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-1993 को प्राप्त हुआ था।

[संख्या एल-12012/107/85-ई-4 (ए)]

वा. क. वेणुगोपालन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 22nd January, 1993

S.O. 336.—In pursuance of Section 17 of the Industrial Disputes Act 1947, (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 21-1-1993.

[No. L-12012/107/85-D.IV (A)]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO 2 BOMBAY

PRESIDENT :

Shri P. D. Apshankar, Presiding Officer.

Reference No. CGIT-2/15 of 1986

Employers in relation to the management of Punjab National Bank,

AND
Their Workman.

APPEARANCES :

For the employers—Shri G. P. Joshi, Advocate.

For the workman—Shri P. M. Huddar, Advocate.

INDUSTRY : Banking STATE : Maharashtra
Bombay, the 4th January, 1993

AWARD PART-II

The Central Government by their Order No. L-12012/107/85-D.IV (A) dated 21-3-1986 have referred the following industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether the action of the Regional Manager, Punjab National Bank, Bombay in dismissing Shri C. P. S. Nair, Teller, Punjab National Bank, Khadaki, Pune from Bank's services w.e.f. 21-11-1984 is lawful and justified? If not, to what relief is Shri C. P. S. Nair, entitled?"

The case of the workman Shri C. P. S. Nair, as disclosed from the claim statement (Ex. 2) in short, is thus :—

He was appointed as a Clerk in Punjab National Bank. At the material time he was working as a Teller at

the Khadaki Branch of the Bank, and he was authorised to pay Rs. 7,000 to the client. Till that period he had completed 12 years service of clean and unblemished record. On 7-9-1983, the Branch Manager Shri Sundaraman called the workman in his chamber, and told him that during the year 1982 some fraud had taken place, that the workman was guilty thereof and told the workman to give in writing that the said fraud was committed by him only. The workman refused to give anything in writing, as he had not committed any fraud. The said Branch Manager then gave threats to him and told him that till he admits the fraud, he will not be allowed to go out of the chamber, and unlawfully confined him in his chamber. The Branch Manager gave threats of dire consequences to the workman. Due to threats, pressure and extortion, the workman put his signature on the statement put up by the Bank. Thereafter, the Branch Manager allowed him to go away. After forcefully taking the signature on the paper the Branch Manager lodged a Police complaint and a Criminal case was thereafter lodged by the police against the workman.

2. Thereafter the Bank management started disciplinary action against the workman. A chargesheet dated 20-3-1984 was issued against the workman. He was directed to submit his reply, and accordingly he submitted his reply denying the charges levelled against him. Thereafter a departmental enquiry was started against him. One Shri S. N. Sharma was appointed as an Enquiry Officer. That enquiry was not held properly and he was not given proper opportunity to defend himself and to be represented by a lawyer or by a representative of his choice. The workman requested for adjournments, which were refused on two occasions. The enquiry Officer conducted ex-parte enquiry against him. He held the workman guilty of the charges in question and submitted his report dated 6-8-1984 to the Bank management. The findings of the enquiry officer are perverse. Thereafter, the Bank management issued a notice to the workman directing him to show cause why he should not be dismissed from service. The workman submitted his reply to the notice and contended that the enquiry was against the provisions of Bipartite Settlements. The Bank management then dismissed the workman from service with effect from 20-11-1984. The workman then raised an industrial dispute with the Assistant Labour Commissioner (C), Pune, but the conciliation proceedings ended in failure, and thereafter the Central Government made the reference, as above. The workman lastly prayed that this Tribunal should hold and declare said enquiry as illegal, and should direct the Bank management to reinstate him in service with full back wages and continuity of service.

3. The Punjab National Bank by its written statement (Ex. 3) contested the claim of the workman, and in substance contended thus :—

The present reference is not proper, valid and not maintainable in law. The reference has been made by the Government without proper application of mind to the facts of the case and to the law applicable to it. Further, the reference is premature, as the workman has not fully exhausted all the remedies available to him under the provisions of Bipartite Settlement. He did not file any appeal to the Appellate Authority, and hence the reference is not maintainable in law. The dismissal of the workman is in accordance with law, and is just and proper.

4. The Bank management then further contended thus :—

The workman Shri Nair was appointed as a Clerk-Typist in the Bombay office in April 1971. He was transferred to Khadki Branch of the Bank in October, 1974. He was placed under suspension on 7-9-1983 by the Branch Manager Khadaki for his fraudulent activities regarding different accounts. The Bank deputed an Inspector for thorough investigation of the fraud committed by the workman. During the course of investigation the workman by his letter dated 15-9-1983 admitted to have defrauded the Bank to the extent of Rs. 2,60,400. The Branch

Manager then lodged a complaint against the workman with the Police in October 1983. A chargesheet was then served upon the workman by the Bank regarding the acts of omission and commission committed by him in not adhering to procedural instructions in regard to the maintenance/operations of the accounts while working as a Teller. The workman filed his 'say' denying the charges levelled against him. He further contended that the provisions of the Bipartite settlements do not apply to him. Thereafter the departmental enquiry was started in terms of the provisions of the Bipartite Settlement.

Shri S. L. Sharma, the Manager of the Pune office, was appointed as the Enquiry Officer, and Shri M. Sundaraman was the Bank representative. The service conditions of the Bank employees are governed by the Awards and Bipartite Settlements. Enquiry against him was held as per the provisions of Chapter 19 of the Bipartite Settlement of October 1966. The workman wanted to engage the services of an Advocate. The Enquiry Officer, however, informed him that in terms of the Bipartite Settlement, he can be represented by an Office-bearer of a registered trade Union of the Bank employees, or Federation of which he is a member. At this stage the workman walked out of the enquiry place. The Enquiry Officer then told him that he would be constrained to hold the enquiry proceedings against him ex-parte. Accordingly, the enquiry proceedings were held ex-parte against the workman.

(ii) After completing the necessary enquiry, the Enquiry Officer submitted his report to the Disciplinary authority i.e. the Regional Manager, Bombay. The Disciplinary authority then proposed the punishment of dismissal from service of the workman. A show cause notice was, therefore, issued to the workman. A date was fixed for the personal hearing of the workman. The punishment of dismissal was confirmed by the Disciplinary authority on 21-11-1984. The action of the Bank management in dismissing the workman Shri Nair from service is just and proper. The workman had withdrawn the amounts fraudulently from different accounts, and as such, has committed fraud. He had committed the fraud during the years 1981 to 1983, even though the fraud came to be detected in 1983. A complaint with the Police was lodged by the Bank regarding the different acts of misappropriation of the Bank amounts. The Department enquiry was, however, held against him for the acts of misconduct committed by him for violating the procedural instructions and rules in regard to operation and maintenance of accounts in the Bank. He had committed the misconduct in terms of para 19.5 of the Bipartite Settlement. Even though the enquiry proceeded ex-parte against the workman, it was conducted as per the rules of natural justice. Every reasonable opportunity was afforded to the workman to participate in the enquiry and to submit his defence. The Bank management, therefore, prayed that its action in question be held as just and proper, and prayed for the dismissal of the workman's claim.

Issues framed at Ex. 4 are :

- (1) Whether the workman proves that on 7-9-1983, only his signature was obtained by the Branch Manager under a certain statement under force or threat ?
- (2) Does he prove that the inquiry held against him was not held properly, that he was not given proper opportunity to defend himself, and the rules of natural justice were not properly followed ?
- (3) Whether the present reference is premature, bad in law, and as such not tenable in law ?
- (4) Whether the action of the Regional Manager, Punjab National Bank, Bombay, in dismissing Shri C. P. S. Nair, Teller, Punjab National Bank, Khadaki, Pune, from Bank's service w.e.f. 21-11-1984 is lawful and justified ?
- (5) If not, to what relief is Shri C. P. S. Nair entitled ?
- (6) What Award ?

6. Issues Nos. 2 and 3 were tried as preliminary issues. By the Award part I of 22-9-1989 it was found that the enquiry held against the said worker was not held properly and the rules of natural justice were not properly followed.

It was further held that the present reference is not premature bad in law, and that it is tenable in law.

7. My findings on the rest of the issues are :

- (1) No.
- (4) Yes.
- (5) Nil.
- (6) Award as per below.

REASONS

8. After the Award Part-I was passed, Shri T. D. Batra, the Regional Manager of the bank, filed his affidavit (Ex. 21) in support of the case of the bank management regarding the alleged misconduct on the part of the workman Shri C.P.S. Nair, and that bank's witness was cross-examined on behalf of the workman. The said workman was examined and cross-examined at Ex. 26. According to the Bank management, the said workman had made several fictitious/bogus entries in the account books and had thus caused the loss of Rs. 3,33,000 to the Bank. During the original enquiry held against the workman, the charge levelled against him was thus :

"While working as Teller at 80 Kirke, Pune since 13th September, 1978, you have committed various acts of commission and omission in violation of Bank's procedural instructions thereby jeopardising Bank's interest. You are, therefore, charge-sheeted as under :

In the SF A/c. as enlisted in Annexure 'A', you have made debit/credit entries (i) without supporting vouchers, (ii) without actual deposit of cash in the accounts. Further, the debit entries were also not recorded in Cash Book/Transfer Journal etc., as per Bank's procedure, resulting into financial loss to the Bank. This has been done in order to derive undue benefit for yourself, which is gross-misconduct in terms of para 19.5 of the Bipartite Settlement."

The alleged misconduct on the part of the said workman has now been duly and satisfactorily proved by the Bank Management by leading necessary documentary and oral evidence in that respect. The documentary evidence on record which strongly supports the case of Bank Management is thus :

9. Ex. 30 is the letter addressed by the workman Shri C.P.S. Nair to Shri T. D. Batra. Shri Batra was then deputed from a place out of Bombay to investigate into the case of the workman and he had accordingly investigated into the matter. By the said letter, the workman stated thus :

"As you have shown me the fictitious/bogus credits and debits that I have done in different accounts, I hereby confirm and declare that I withdrew with forged signatures from the following accounts and I have defrauded the bank as detailed below :

- (i) SF Account No. 9579 Annamma Abraham K. (in this account Rs. 8000 bogus credit was given on 11-8-1983). Rs. 12,700
- (ii) SF Account No. 9691 Chacko J. P. & Mrs. G. Chacko (in this account bogus credits of Rs. 27000 given on different dated). Rs. 25,000
- (iii) SF Account No. 9211 Babu Naidu in this account bogus credits amounting to Rs. 1,05,000 on different dates I also deposited Rs. 996 Rs. 12.40, and Rs. 40.08 from my own pocket on different dates. In the passbook I gave excess credit of Rs. 250 for the interest entry of Rs. 47.90 of 21-6-1983 writing as Rs. 297.90. Rs. 1,19,000
- (iv) SF Account No. 10671 S. K. Shamsuddin Umar

(In this account I have given bogus credit of Rs. 88,000). Rs. 90,700

(v) SF Account No. 10618 P. A. Samual (In the account I had given bogus credits of Rs. 13,000). Rs. 13,000

In the aforesaid accounts I have defrauded the Bank with Rs. 260400 and this amount may go up slightly and I will also co-operative you for detecting/arriving at the exact amount."

The workman has admitted his signature below that letter. He has also admitted his signatures on the other letters and documents mentioned below. However, according to the workman, the said letter dated 15-9-1983 and the other letters and the other documents mentioned below have been obtained from him by the bank management under compulsion and force, and as such he is not admitted the contents thereof.

10. The other letters and documentary evidence is thus :

Ex. 32 is the letter dated 29-9-1983 signed by the said workman and addressed to Shri T. D. Batra the Inspector of the Bank. In this letter he stated thus :

"I borrowed Rs. 5000 from Shri Baby Joseph on 7th July, 1982 for paying to Shri K. T. Gopalakrishnan A/c. No. 10546. Subsequently when Baby Joseph demanded his money I informed him that his money had already been deposited in his A/C which I gave a fictitious credit of Rs. 5000 on 14-7-1982. Further I credited Rs. 11000 fictitiously to A/c No. 10546 of K. T. Gopalakrishnan on different dates. The total fictitious credits involved is Rs. 16,000 and the same has been withdrawn by the respective customers, to which I am responsible.

I had borrowed Rs. 16000 from K. T. Gopalakrishnan to whom I paid through fictitious credits of Rs. 11,000 and Rs. 5,000 as transfer from SF A/c No. 10844 to whom I gave fictitious credit of Rs. 5000."

Ex. 36 is another letter dated 7th September 1983 signed by the workman and addressed to the Manager of the Punjab National Bank. In this letter the workman stated that :

"I had gone through the said complaint of Major M. S. Boparai dated 7th September, 1983 and I admit the facts of making bogus entries in his account. I shall pay the amount of Rs. 10,000 shown bogusly and hence request you not to take any serious action against me."

Ex. 37 is the letter dated 12th September, 1983 signed by the workman and addressed to the Manager of the said Bank, wherein the workman stated that, "I confirm that in A/c No. 9637 a debit of Rs. 1000 shown on 11th October, 1983 is a fictitious entry and the correct balance is Rs. 4029/18 on 12th August, 1983".

Ex. 38 is another letter dated 13th September, 1983 signed by the workman and addressed to the manager of the bank, wherein he stated that, "I deposit Rs. 7700 towards due by me to Panjab National Bank".

11. The other material and important documentary evidence on record supporting the case of the Bank management that the said workman has caused loss of a very big amount by his acts is thus :

Ex. 39 is the letter dated 27th September, 1983 sent by the workman to M/s Kaveri Constructions, Khadaki Pune, regarding the transfer of his interest in the flat booked by him in the scheme of the said company at Gangaram Park, Khadaki, Pune. In this letter the workman stated thus :

"I have booked the flat on the first floor in your above scheme admeasuring approximately 615 sq. ft. of carpet area. I owe a large amount to the Punjab National Bank, Khadaki Branch, Pune-3 and I have assured them that I shall not transfer my interest in the said flat without the written permission of the Bank. Therefore, the said flat and my interest therein should not be transferred to any person or persons without the written permission of the Punjab National Bank, Khadaki Branch, Pune-3 and that in case of such transfer with the permission of the bank the proceeds of the price should be paid to Punjab

National Bank, Khadaki Branch, Pune towards the repayment of my dues."

Ex. 40 is the letter dated 27th September, 1983 signed and sent by the workman to Shri A. A. Bodhe, the Chairman of the Green Park Co-Op. Housing Society, Kalas, Dist-Pune. In this letter the workman stated that :

"I have decided to transfer the plot/share held by me in the land owned by the society at S. No. 51, village Dhanori, Taluka Haveli, Pune, as per the Bye-Laws Rules and Regulations of the society. I owe large amount to the Punjab National Bank, Khadaki Branch, Pune-3 and as such I have assured the said bank that they will be entitled to receive the sale price of the said plot/my share. All my right, title and interest therein and in the society should not be transferred to any person or persons without the written consent of the said Bank and that in case of such transfer with written permission of the Bank, the proceeds of transfer/sale price should be paid directly to the said bank viz. Punjab National Bank, Khadaki Branch, Pune-3 towards repayment of my dues."

Ex. 41 is the General Power of Attorney dated 29th September, 1983 executed by the workman in favour of the said bank. In this Power of Attorney the workman stated that :

"Whether I owe a large sum of money to the Punjab National Bank, Khadaki Branch, Pune, and whereas I have agreed to give Irrevocable General Power of Attorney to the Punjab National Bank and its Manager of the Khadaki Branch, Pune and any person empowered by the said Bank either solely or jointly with some person or persons to do all acts, deeds and things by signature or otherwise for sale of my all or any of the movable and immovable properties, assets, credits, actionable claims etc. and to collect the sale/transfer proceeds thereof and to receive and appropriate the same towards the repayment of my dues. By this deed I authorise the Bank to enter into any agreement for sale, to sell, exchange, surrender, lease, or otherwise dispose of any of my property or properties or portion or portions thereof and to transfer, and to execute and register any or all documents in that behalf."

It is seen that the said bank had filed a Special Civil suit bearing No. 771/86 (Ex. 35) in the Court of Civil Judge Senior Division, Pune, against the said workman to recover an amount of Rs. 5,19,058 from him. It is further seen that a decree for the said amount was passed in favour of the bank and against the workman. However it was an-ex-parte decree. Thereafter the workman filed an application to set aside that ex-parte decree. Even then, the fact remains that the Bank management was required to file a civil suit against

the workman to recover a very big amount from the workman and that the ex-parte decree came to be passed against the workman. According to the workman, all the above said letters and the other documents mentioned above were obtained from him by the bank management under force and compulsion. Now, this contention of the workman cannot be accepted in view of the fact that he had sent not only one letter but had sent three letters to the bank, and had also executed the different documents, i.e. the Power of Attorney, and the letters addressed to the Co-operative Society. Therefore it is hard to believe that all those letters and documents were obtained from him under compulsion and force. The execution of the said different letters in favour of the bank management, and the execution of the other documents as mentioned above speak about an implied admission on the part of the workman that he had made fictitious bogus entries in the account books and had thus caused a heavy financial loss to the bank. I, therefore, accept the said documentary evidence which is in favour of the bank management, and against the said workman.

12. The oral evidence on record is thus :

Shri T. D. Batra, the officer of the bank, and who had investigated into the matter before the domestic enquiry was held against the workman, in substance stated in his affidavit (Ex. 21) thus :

"At present I am working as Regional Manager of the Bank at Faizabad, Uttar Pradesh. I was deputed in September 1983 by the bank to investigate into the facts of the case regarding the workman C. P. S. Nair (Therefore as the said officer was sent to Bombay from an outside place it cannot at all be said that he had any bias or grudge against the workman). Upon thorough search and investigation into the ledgers and the vouchers entrusted to the workman I found several fictitious forged debit/credit entries in the ledgers and the vouchers. In account No. 8441 of Lt./Col. Kirti Mogal, there is a debit entry of Rs. 12,000 made on 2nd July, 1983. There is no corresponding entry of the said amount in book/transfer journal. I found fictitious credit entries aggregating to Rs. 3,000 and debit entries aggregating to Rs. 1,500 in account No. 8535 of Shri Baburam B. Yerunkar unsupported by any corresponding entries of vouchers. In account No. 8714 of one Kumari L. Hake, a fictitious credit entry is made by the workman in his own hand writing for Rs. 10,000 for payment made to F.D.R. Account. There is no such F.D.R. Account opened, the witness thereafter deposed about many fictitious and forged entries made by the workman in the account books.) In the following accounts the workman forged the signature of the depositors to withdraw the amount from the respective accounts :

SCHEDULE

S. No.	A/c No.	Name	Fictitious credit	Forged withdrawals
1	2	3	4	5
			Rs.	Rs.
1.	8714	M/s. Teelabai	10,000/-	11,600/-
2.	9211	Baba Naidu	1,11,745/-	1,17,600/-
3.	9415	Yunus Karim	-	13,300/-
4.	9579	Mrs. A. Abraham	8,000/-	12,700/-
5.	9582	M.D. Dabade	27,130/-	32,050/-

In account No. 8535 of Shri Babaram Baburno, there are two bogus credit entries of Rs. 1,500 each dated 12-3-1983 and 13-3-1983 as well as two bogus debit entries of Rs. 1,000 and Rs. 500 both dated 14-3-1983. The bogus credit entry of Rs. 1,500 dated 13-5-1983 and bogus debit entries of Rs. 1,000 and Rs. 500 are not found in the pass book of the account holder. The account holder was also unable to produce the counterfoil for the deposit of Rs. 1,500 for the bogus entry of Rs. 1,500 on 12-3-1983.

In account No. 10546 of Shri K. T. Gopalkrishnan, there are three bogus credit entries of Rs. 1,000 dated 9-4-1983, Rs. 4,000 dated 13-6-1983 and Rs. 6,000 dated 16-6-1983. On 13-4-1983 the party withdrew the sum of Rs. 35,800 leaving a balance of Rs. 95.60 after which the pass book is not filled in. A cheque for Rs. 10,000 dated 24-6-1983 was honoured from the account against the two bogus credit entries of Rs. 4,000 and Rs. 6,000. In the following SF

Sr. No.	A/c No.	Name of A/c holder	Amt. of fictitious credits	Amt. of fictitious debits.
1	2	3	4	5
1.	9691	Chacko Joseph	Rs. 24,500.00	
		Amt. of forged withdrawals		Net impact of loss to the Bank
		Rs. 27,200.00		Rs. 26,500.00

Sr. No.	A/c No.	Name	Amt. of fictitious credit.	Amt. of fictitious debit.
1	2	3	4	5
2.	9746	H.C.P. Narak	Rs. 18,000.00	—
3.	10218	D.S. Lokhande	Rs. 6,500.00	—
4.	10618	P. N. Samuel	Rs. 13,000.00	Rs. 100.00
5.	10671	S.K. Ummer	Rs. 83,000.00	Rs. 8,000.00

	Amt. of forged withdrawals	Net impact of loss to the Bank.
	6	7
2.	Rs. 18,000.00	Rs. 18,000.00
3.	Rs. 9,900.00	Rs. 9,900.00
4.	Rs. 16,400.00	Rs. 15,000.00
5.	Rs. 92,600.00	Rs. 81,030.00

accounts the workman has fraudulently withdrawn money by forging the signatures of the depositors :

In account No. 9691 (Sr. No. 1), the 2nd Party deposited Rs. 300 and Rs. 400 on 23-1-1981 and 29-1-1981 respectively from his own source. In account No. 10618 (Sr. No. 4) the 2nd Party deposited Rs. 100 and Rs. 800 on 29-11-1982 and 27-12-1982 respectively. There is one debit of Rs. 500 on 24-8-1982 in the pass book and not in the ledger account. In the Pass Book of A/c No. 10671 there are payments to the tune of Rs. 3,570 but not in the ledger.

It shows that the second party paid this amount to the depositor from his own pocket.

13. The said witness Shri Batra further stated in his affidavit thus :

After investigating all the relevant accounts, I confronted the workman with the same particularly the fictitious/bogus credit and debit entries in the various accounts. He confirmed the same to me. I therefore, asked him to confirm the same by a lender. He therefore voluntarily admitted the

same by his letter dated 15-9-1983. I did not use any force upon him to write such a letter. The net loss caused

to the bank amounts to Rs. 3,33,230.00. The amounts to be credited by the Bank are thus :

Sr No.	A/c.	Name	Bogus Dr.	Bogus Cr.	Amt. of unauthorised withdrawals	Amount to be credited.
1.	9211	Baba Naidu	17000.00	111746.00	1117600.00	72454.00
2.	9445	Yunus Karim Mulla (this is a withdrawal A/c.)	-	-	13300.00	13300.00
3.	9579	Mrs. A. Abraham etc.	-	8000.00	12700.00	4700.00
4.	9691	Chacko K. Joseph Gracamma (Mr. Nair deposited Rs. 300/- & Rs. 400/- on 23-1-81 and 29-1-1981 respectively.) from his own source. Net withdrawal Rs. 26500/- against bogus credit of Rs. 24500/-).	-	24500.00	27200.00	2000.00
5.	9958	Bombay Sappers	50500.00	23000.00	-	27500.00
6.	10618	P.A. Samul	100.00	13000.00	16400.00	2100.00

14. From the abovesaid entries, I find that the bank has suffered a loss amount to Rs. 3,33,530.00 due to the above mentioned wrongful acts of the workman admitted by him by his letter dated 15-9-1983. In view of the documentary evidence as mentioned above, and as the statements made by the bank's witness in his affidavit are supported by the entries appearing in different account books produced before this tribunal, I see no reason to disbelieve any of the statements made by him in his affidavit. Therefore, relying upon the evidence of the bank witness, and the documentary evidence as above, I find that the workman by his act of making fictitious and bogus entries in different account books had caused a heavy financial loss of Rs. 3,33,530 to the bank. It is true that none of those documents were sent to the handwriting expert for the examination of the handwriting and signatures thereon, and that the Auditor had also not passed any remark regarding the alleged bogus, fictitious entries made by the workman. Even then as after a complaint was made by a certain customer to the bank, the said bank officer was directed by the bank management to thoroughly investigate into the matter and as he has thoroughly investigated into the matter, I accept the evidence of that witness as above. Admittedly ledger Nos. 1 to 8 bearing the accounts Nos. 1 to 10900 were entrusted to the workman. Therefore the handwriting regarding the entries therein is of the said workman of the material period. The workman also in his lengthy cross-examination admitted that many of the debit and credit entries in the account books are in his hand writing, even though he denied the suggestion that he made them as bogus/fictitious entries. The workman has passed the B.Sc. examination and was then working as a teller, i.e. he was holding a post of senior clerical grade. He had then put in 12 years of service. As such his contention that the said documents and letters etc. were obtained from him under force and compulsion, cannot at all be accepted. In case the workman had not caused any financial loss to the bank by making fictitious/bogus entries, he would not have executed the different documents as above. In case the said documents and letters would have been obtained from him under compulsion and force, he would have immediately thereafter sent letters to the bank management, i.e. to the higher officers complaining about the force used upon him. However he did not send any such letters to the higher officers, except one letter (Ex. 15) dated 29-10-1984. It may be noted that

this is the reply sent by the workman to the notice issued to him by the bank management as to why his services should not be terminated. Except this letter, the workman did not send any other letter to the higher officers of the bank asking about the force used upon him. Further the said letter was sent by the bank on 29-10-1984 i.e. more than a year after he had given the letters to the bank admitting his illegal acts. Hence his contention in that letter dated 29-10-1984 (Ex. 15) that by force the different letters were obtained from him, cannot at all be accepted. According to the workman, a police was present when the different letters were obtained from him by the bank. However, except the bare statement of the workman in that respect there is no other evidence on record in that respect. As such I do not accept that statement.

15. According to the workman, the punishment imposed upon him of dismissal from service is illegal, as the enquiry was found to be conducted not properly. However the bank management had made a request in their Written Statement in para 28 that in case the enquiry is found to be defective for any reasons, then the bank may be permitted to lead further and additional necessary evidence to prove the acts of gross misconduct before this Tribunal. Therefore the bank management was allowed to lead the necessary further evidence to prove the alleged misconduct on the part of the workman, and as noted above, that gross misconduct on the part of the workman has now been duly proved by the bank management by placing forth the necessary and convincing documentary and oral evidence. Admittedly the criminal case is pending against the workman in the court of Magistrate. It was urged on behalf of the workman that was per the provisions of Clause 19(5) of the Bipartite Settlement in case a complaint is filed against the workman and that in case the trial before the court does not commence within 1 year, then only the domestic enquiry can be started against the workman, and that the provisions of the said Clause were not followed by the bank management, and as such, the said dismissal order passed against him is illegal. However, no documentary evidence has been placed on record in that respect on behalf of the workman. The workman should have produced the copy of the complaint filed against him with the police and documents showing as what stage the

criminal case was pending against him. Therefore, in the absence of such documentary evidence on record which should have been produced by the workman, the said contention of the workman cannot be considered. The workman has relied upon certain cases. However I find that they do not apply to the facts of the present case.

16. Therefore in the result I find that the signature of the workman on the letter dated 7-9-1983 and on the other documents were not obtained from the workman under force by the bank management.

Issue No. 1 is therefore find in the negative.

17. I find that by the said acts of commission and omission on the part of the workman in violation of Bank's procedural instructions and by making fictitious and bogus debit and credit entries in the account books, he has jeopardised the interests of the bank and as such, committed a gross misconduct as contemplated under para 19.5 of the Bipartite Settlement. Therefore the action of the bank management in dismissing the said workman from service is quite just legal and proper.

Issue No. 4 is therefore found in the affirmative.

As such the said workman is not entitled to any relief. In view of the heavy financial loss caused by the said workman to the bank management, I find that this is a fit case wherein the workman can be directed to pay certain amount of costs towards proceedings of this reference to the bank management.

Hence the following Award is passed :

AWARD

The action of the Regional Manager, Punjab National Bank, Bombay, in dismissing Shri C.P.S. Nair, Teller, Punjab National Bank, Khadaki, Pune, from Bank's services w.e.f. 21-11-1984, is just, proper and legal.

The workman to pay Rs. 3,000 as costs of the present proceedings to the bank management, and bear his own,

4-1-1993.

P. D. APSHANKAR, Presiding Officer

नई दिल्ली, 22 जनवरी, 1993

का.ग्रा. 337.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार, बैंक ऑफ बड़ोदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, मुंबई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-1993 को प्राप्त हुआ था

[संख्या एल-12012/248/87-डी-2(ए)]

बी. के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 22nd January, 1993

S.O. 337.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial, No. 2 Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 21-1-1993.

[No. L-12012/248/87-D.I.A.]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT:

Shri P. D. Apshankar, Presiding Officer.

REFERENCE No. CGIT-2/8 OF 1988

PARTIES :

Employers in relation to the Management of Bank of Baroda,

AND

Their workmen.

APPEARANCES :

For the Employers : Mr. R. B. Pitale, Representative.

For the workman : Mr. Rohit Deo, Advocate.

INDUSTRY : Banking

STATE : Maharashtra

Bombay, the 5th January, 1993

AWARD

The Central Government by their Order No. L-12012/248/87-D. II(A) dated 29-1-1988 have referred the following industrial Dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether the action of the management of Bank of Baroda in terminating the services of Shri Deepak Tulshiram Dongre, w.e.f. June 1985 and not considering him for further employment while recruiting fresh hands under Section 25 H of the Industrial Disputes Act was justified? If not, to what relief the concerned workman is entitled?"

2. The case of the workman D. T. Dongre as disclosed from the Statement of Claim (Ex. W-2) filed on his behalf by the Joint Secretary of the All India Bank of Baroda Employees Union, in short, is thus :

He is the member of the said union. He was employed by the Manager of the South Ambazari Road Branch at Nagpur since 1983 in different capacities like a water boy, a peon etc. on daily wages. However, he was not issued any formal appointment order in writing. His appointment with the bank services, as well as the termination of his services from the bank used to be oral, and it used to be entirely at the mercy of the Manager of the Bank. He had worked as Water boy during the summer season of 1984-85 on daily wages of Rs. 7/-. His services were terminated from 3-12-1985. Thereafter the workman had made a representation to the Bank for his appointment in the bank services. However the bank did not consider it. Section 25H of the Industrial Disputes Act, casts a mandatory duty on the employer to consider the claim of a person who has already put in the services in the past. However in the present case, the bank management had committed a breach of the provisions contained in sections 25F, 25G and 25H of the Industrial Disputes Act. The bank management also committed a breach of the different provisions of the Shastri Award and Desai Award, and of the different Bipartite Settlements. The bank management also, by denying to appoint him in the services during the summer season of 1986, committed unfair labour practice within the meaning of item 5(a) and item 13 of the Schedule 5th of the Industrial Disputes Act. As per para 495 of the Shastri Award, an order in writing should have been given by the bank management to him regarding the appointment in the bank and regarding his pay and allowances etc. However, the bank did not accordingly issue any appointment letter in writing to him. The provisions of para 25.6 of the B. P. Settlement dated 9-11-1966 required the bank to give preference to the part time employee for filling up the vacancy of full time worker. Para 20.7 of that settlement allows the bank to employ temporary workman only for a limited period of work which is essentially of temporary nature. Para 20.8 of that settlement states that the temporary employment in a permanent vacancy shall not exceed of

period ~~three~~ months during which the bank must make arrangement for filling up the vacancy permanently. In the case of the present workman, the bank management did not follow the provisions of that settlement and committed a breach thereof. The workman was not allowed to sign the muster roll, and he was also not issued the wage card. The union therefore lastly prayed that this Tribunal should direct the bank to withdraw its unfair labour practice with relation to the workman in question, and should further direct the bank to appoint him as a peon/water boy for the summer season of 1988 and onwards, and should pay him the wages which he had lost due to his non appointment in the bank.

3. The management of Bank of Baroda by their Written Statement (Ex. M/3) opposed the said claim of the union, and in substance contended thus :

The present reference is not tenable under Section 10(1)(d) of the Industrial Disputes Act. The Bank of Baroda Employees' Union has no locus standi to espouse the cause of the said workman, and as such, the General Secretary of that union is not competent to file the Statement of Claim on behalf of that workman before this Tribunal. The said workman was not a member of that union. The majority of the employees of the bank are the members of the Bank of Baroda Federation which is the majority union, and is a recognised sole collective bargaining agent for and on behalf of the employees of the bank under the Code of Discipline in the bank. The said majority union, i.e. the Federation having community of interest alone can espouse the cause on behalf of the workmen, and not the union in question. The said majority union had no dispute with the bank on the point of the termination of the services of the workman in question, and as such the dispute in question does not partake the character of an industrial dispute within the meaning of Section 2(k) of the Industrial Disputes Act. No resolution was passed in any meeting of the said minority union authorising the General Secretary of that union to espouse the cause of the workman in question. As such no industrial dispute exists in the present case.

4. As regards the facts of the present case the Bank management further contended thus :

During every summer season in Nagpur, the water boys are engaged by the bank on casual basis from 2nd or 3rd week of April to the 2nd or 3rd week of June. The bank writes to the employment exchange requesting them to submit suitable candidates on purely casual basis. Accordingly during the year 1985 the bank management had sent a letter to the employment exchange. As sponsored by the employment exchange, a certain candidate was appointed as a water boy by the bank on purely casual basis. However he himself discontinued his services without any intimation to the bank. Therefore the workman in question Shri D. T. Dongre was engaged by the bank at Nagpur as a water boy on casual basis for the rest of the summer season of the year 1984. In the year 1985 on the request of the said workman he was given a chance to work in the bank on casual basis, and he had worked only for 53 days intermittently. The Bank did not commit the breach of any of the provisions of the Awards or B. P. Settlements, or of the provisions of the Industrial Disputes Act, and did not also commit any unfair labour practice in relation to the workman in question. The provisions of the Awards and settlements do not apply to the casual and job workmen as per Clause 16.9 of the Desai Award. The said workman had not put in 240 days of work during the continuous period of one year and as such he was not retrenched from the services of the bank. Therefore the bank did not commit any breach of the provisions contained in Sections 25F, 25G and 25H of the

Industrial Disputes Act. The provisions of the Schedule 5 of the Industrial Disputes Act regarding the unfair labour practice have not been brought into force, and accordingly no cognizance can be taken of those provisions. The action of the bank management in terminating the services of the workman in question from June 1985 and not considering him for further employment is quite just, legal and proper. The bank management therefore restly prayed for the rejection of the prayer of the said union.

5. The Issues framed at Ex. 4 are :

- (1) Whether the All India Bank of Baroda Employees Union has no locus standi to espouse the cause in question of the workman Shri D. T. Dongre ?
- (2) Whether no industrial dispute as contemplated under Section 2(k) of the Industrial Disputes Act exists between the said Union and the Bank Management?
- (3) Whether the provisions of the Awards and Settlements do not apply to the service conditions of a casual workman as per clause 16.9 of the Desai Award ?
- (4) Whether the Union proves that the Bank management appointed Shri Dongre, a peon/ water boy, without following the provisions contained in para 495 of the Sastri Award, and in para 25.6, 20.7 and 20.8 of the Bipartite Settlement November, 1966 ?
- (5) Whether the termination of service of Shri Dongre by the Bank is unjust and illegal ?
- (6) Whether by not appointing Shri Dongre in service again, the Bank has committed a breach of the provisions contained in Sec. 25H of the Industrial Disputes Act ?
- (7) Whether Shri Dongre is entitled for further service on priority basis ?
- (8) Whether he is entitled to back wages ?
- (9) To what further relief, if any, the said workman is entitled ?
- (10) What Award ?

6. My findings on the said Issues are :

- (1) Has locus standi.
- (2) Industrial Dispute existed.
- (3) Yes.
- (4) No.
- (5) No.
- (6) No.
- (7) No.
- (8) No.
- (9) Nil.
- (10) As per Award below.

REASONS

7. The workman Shri Dongre filed his affidavit (Ex. W/5) in support of his case, and he was cross-examined on behalf of the bank management. The bank management filed the affidavits of Shri Patankar, the Senior Manager of the bank, and of K. J. John, the Manager (Personnel) of the bank (Exs. M/7 and M/9) in support of their case, and they were cross-examined on behalf of the workman. The bank management has filed the chart (Ex. 10) showing that from 4-5-1984 to 8-7-1984 the said workman had worked only for 56 days as a casual workman on daily wages of Rs. 7/-. As such the said workman have served only during the summer season of the year 1984, and that too intermittently, and not continuously for 2 months. Ex. 11 is another chart produced by the bank management showing that the said workman had worked from 27-5-1985 to 3-12-1985 for a total period of 62 days only as a casual worker, i.e. for the purpose of bringing water, and cleaning the premises etc., on daily wages of Rs. 5/- to 10/- per day.

Thus during the period of 6 to 7 months, the said workman had worked only for 62 days and that too, intermittently and not continuously. No oral or documentary evidence has been produced by the workman to show that he had worked for more than the said periods as stated above. As such the workman had not worked for 240 days during a continuous period of any of the two years, and as such, he was not retrenched from the service of the bank. It is seen from the evidence on record that he was employed as a daily worker as and when the need was found necessary, and that he was not appointed as a probationer, or as a part time employee in the service of the bank.

8. ISSUE NO. 1 :

According to the bank management, the All India Bank of Baroda Employees Union, who has espoused the cause on behalf of the said workman has no locus standi to espouse the cause on his behalf, and that no industrial dispute existed between the parties in the present case. It is not disputed that the All India Bank of Baroda Employees Union which espoused the cause on behalf of the workman is a minority union, while the majority union is the bank of Baroda Federation. As per section 2(k) of the Industrial Disputes Act, an industrial dispute means "any dispute or difference between the employers and workmen which is connected with the employment or non-employment or the terms of employment or with the conditions of labour of any person." Therefore it does not mean that the dispute should have been taken necessarily by a majority union or by a very large number of workmen in a union. According to the workman, he is a member of the union in question, that he had approached that union, and that, that union had raised the Industrial dispute before the Assistant Labour Commissioner in the presence of the Bank Management. Therefore I find that the said minority union is competent to espouse the cause in question on behalf of the said workman. Apart from that, Section 2A of the Industrial Disputes Act states that "where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute." In the present case the services of the workman have been terminated by the bank management, and therefore the said workman alone was competent to raise the dispute in question even without the help of another workman or another union. Therefore, in case even a minority union helps a workman in raising the dispute in question, there is no reason why that dispute should not be considered as an Industrial Dispute. I therefore find that an Industrial Dispute existed between the parties.

ISSUES NOS. 1 and 2 are therefore found accordingly.

9. According to the said union, the bank management did not follow the necessary procedure and the provisions of the Awards and the Settlements. However according to the bank management, the provisions of the Awards and Settlements do not apply to a casual workman, i.e. to the workman in question. Clause 16.8 of the Desai Award clearly states that no provision has been made in this Award for casual employees, or for employees who do job work. As such it is quite clear from para 16.9 of the Desai Award that this Award as well as the other Awards and the Bipartite settlements do not apply to the casual workman or to the employees appointed to do the job work. In the present case the workman in question was appointed purely as a casual worker to do the watering work during the summer season. He was also working as an employee for the purpose of cleaning the premises of the bank only intermittently and not continuously. As such the said workman is not covered by any of the provisions of the Shastri or Desai Award or by the provisions of any of the Bipartite Settlements.

10. ISSUE NO. 4.

Admittedly no order in writing was issued to the said workman when his services were utilized in the bank. According to the union, the bank management should have issued a written order to him appointing him as a workman and stating about his wages etc. thereon. However, para 495 of

the Shastri Award clearly states that, when a candidate is appointed as a temporary employee or probationer or as a part time employee then the order in writing regarding his appointment and regarding his pay etc. must be issued to him. However, in the present case, the said workman was not appointed as a temporary employee or a part time employee or as a probationer. He was appointed only as a casual worker intermittently. Therefore there was no question of issuing an order in writing to him by the bank management as per para 495 of the Shastri Award.

11. According to the union, the bank management did not comply with the provisions of paras 20.6, 20.7, 20.8 of the Bipartite Settlement of 1966. However I find that there was no question of complying with the provisions of the said paras, as the said workman was not appointed as a part time employee or as a probationer or as a temporary employee, but was appointed only as casual worker on daily wages intermittently. As per para 20.6 of the Bipartite Settlement a part time employee is to be given preference for filling up the full time vacancy. As per para 20.8 of the Bipartite settlement, a temporary workman may be appointed to fill a permanent vacancy. However, as the said workman was not appointed as a temporary workman but was purely a casual workman, I find that the bank management did not commit any breach of any of the provisions of the Bipartite Settlement, 1966.

Issue No. 4 is therefore found in the negative.

12. ISSUE NO. 6 :

According to the union, the bank management has committed a breach of the provisions contained in sections 25F, 25G and 25H of the Industrial Disputes Act. Section 25 of the Industrial Disputes Act states that; "No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched unless he has been given 1 month's notice in writing or 1 month's wages in lieu of notice, and the necessary retrenchment compensation." However in the present case the workman in question had not worked for 240 days in any of the years, and as such the termination of his services did not amount to his retrenchment as contemplated under Section 25F of the Act. As per the provisions of Section 25G, the employer shall ordinarily retrench the workman who was last person to be employed. As per the provisions of Section 25H of the Industrial Disputes Act, where any workman is retrenched and a new person is to be appointed, then an opportunity is to be given to the retrenched person before appointing a fresh other person. As the workman in question was not retrenched from the services of the bank, there was no question of complying with the provisions of Sections 25F, 25G and 25H of the Industrial Disputes Act. Therefore the bank did not commit any breach of any of the said provisions.

Issue No. 7 is found in the negative.

13. According to the union, the bank management committed unfair labour practice taking into consideration item 5(a) and item 13 of Schedule 5 of the Industrial Dispute Act. As per Clause 5(a), in case a workman is discharged by way of punishment it will amount to an unfair labour practice. In the present case there is absolutely no evidence on record showing that the workman in question was discharged by way of punishment. Clause 13 of the 5th Schedule states that the failure to implement the Award, Settlement or Agreement amounts to an unfair labour practice. As noted above, the different Awards and Bipartite Settlements did not apply to the workman in question, and as such there was no question of implementing the provisions thereof in relation to the workman in question. I therefore find that the bank did not commit any unfair labour practice in relation to the said workman.

Issues Nos. 5, 8, 9 are found accordingly.

Therefore, the action of the bank management in terminating the services of the said workman who was appointed purely as a casual worker or a job worker, is quite just, legal and proper.

As such he is not entitled to any back wages or any other relief.

In the result, the following Award is passed :

AWARD

The action of the management of Bank of Baroda in terminating the services of Shri Deepak Tulsiram Dongre, w.e.f. June 1985 and not considering him for further employment while recruiting fresh hands under Section 25H of the Industrial Disputes Act is just, proper and legal.

The parties to bear their own costs of this reference.

P. D. APSHANKAR, Presiding Officer

नई दिल्ली, 3 फरवरी, 1993

का.आ. 338.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, ओरियण्टल इन्श्योरेंस कंपनी लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-93 को प्राप्त हुआ था।

[संख्या एन-17012/8/91-आई आर बी-II]

बी.के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 3rd February, 1993

S.O. 338.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oriental Insurance Co. Ltd. and their workmen, which was received by the Central Government on 27-1-1993.

[No. 1-17012(8)/91-IR(B-II)]

V. K. VENUGOPALAN, Desk Officer.

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM-
LABOUR COURT, CHANDIGARH

I.D. 79/91

Shri Joginder Singh Vs Oriental Insurance Co. Ltd.

For the workman.—None.

For the management.—None.

AWARD

Central Govt. vide Gazette Notification No. L-17012/8/91-IR(B-II) dated 25th June, 1991 issued U/S. 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the claim of Shri Joginder Singh that he worked for more than 240 days in a year with the Oriental Insurance Co. Ltd. is correct and whether termination of his services w.e.f. 21-10-1990 violates Sec. 25-F of ID Act? If so, what relief the workman is entitled to?"

2. In the present case the parties have entered into settlement. Settlement dated 3rd Sept., 1992 signed by both the parties has been placed on the record alongwith the forwarding letter. The respdt. management has also intimated this Court vide letter dated 17-11-1992 for closing down the case as compromise. In view of this letter and settlement dated 3-9-1992 which will form part of the award no dispute award is returned to the Ministry.

ARVIND KUMAR, Presiding Officer

COMPROMISE DEED

This Compromise Deed is made on this 3rd day of September month and year 1992, between Sh. Joginder Singh (hereinafter to be called the Workman) on the first part and the Oriental Insurance Co. Ltd. (hereinafter to be called the Management) on the second part, as per the terms and conditions stated below :

1. That the Workman shall be allowed to join his duties henceforth and he would be treated as a Fresh Appointee from the date he joins his duties.
2. That the Workman has agreed to forego all his claims with regard to back wages, salary, grade or another benefits which would have arisen from the date of his termination and prior thereto.
3. That the Workman has also agreed that he shall not raise any dispute with regard to the past service in any court of law or Labour Courts/Tribunals.
4. That the Workman has agreed to forego his all claims with regard to seniority, on his fresh appointment or any incidental matter regarding his services from the time of termination of service and period prior to.
5. That this compromise deed has been entered into by the Workman with his free will and without any fraud, mis-representations of correction on the part of the Management.
6. That both the parties have agreed to abide by the above terms and conditions.

In witness whereof the parties hereto have unto set their respective hands, the day and the year first hereinabove written.

WITNESS :

1. Joginder Singh S/o Karam Singh.

R/o Rani Club Division, Janpath.

(P. C. Sharma),

S/o. Sh. N. R. Sharma,

P/o 55/3 Trikula Nagar, Jammu.

First Party Joginder Singh.

Second Party The Oriental Management Co. Ltd.,

Divisional Manager.

नई दिल्ली, 3 फरवरी, 1993

का.आ. 339 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, युनियन बैंक आफ इन्डिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-93 को प्राप्त हुआ था।

[संख्या एन-12012/598/एन/ई-2] (ए)

बी.के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 3rd February, 1993

S.O. 339.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers

in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 27-1-1993.

[No. L-12012/598/86-D.II(A)
V. K. VENUGOPALAN, Desk Officer

ANNEXURE

BEFORE SRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 93 of 1987

In the matter of dispute between :

Sri Dayal Singh,
C/o. Sri Kamloor Mongia Bhawan,
Camol Back Mussoorie.

AND

Regional Manager,
Union Bank of India,
Regional Office,
Delhi Road, Meerut.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/598/86-D.II(A) dated 29-7-89, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Union Bank of India in relation to their Mussoorie Branch in terminating the services of Sri Dayal Singh from 23-9-81 is justified ? If not, to what relief the workman is entitled ?

2. Workman's case in brief is that he was appointed as a temporary peon at Mussoorie Branch of the bank and he worked as such till 22-9-81, whereafter, his services were terminated in violation of paras 20.8 and 20.12 of the First Bipartite Settlement and section 25F and 25G of the I.D. Act. According to him the management also violated the provisions of section 25H I.D. Act when the bank reemployed new hands as temporary employees without affording him an opportunity. He has prayed for his reinstatement with full back wages besides interest at the rate of 18 per cent per annum on the amount of back wages.

3. The case is contested by the management of Union Bank of India. The management plead that one regular substaff of Mussoorie Branch was promoted to the post of clerk, whereupon the post of sub staff fell vacant in the said branch. As a stop gap arrangement the workman was employed on temporary basis, for limited period and after the expiry of the said period w.e.f. 23-9-81, his services were terminated. The procedure for recruitment of substaff on regular basis is by making selection from amongst the candidates sponsored by the Employment Exchange. The management bank deny violation of any para of the bipartite settlement and any provision of the Industrial Disputes Act, 1947.

4. In support of his case, the workman has filed his affidavit but since he has not produced himself for cross examination, in the witness box it has got no evidentiary value.

5. With his claim statement, the workman has filed the photocopy of a certificate dt. 23-1-82 issued by the branch manager of Mussoorie Branch to him regarding his working period. The certificate shows that he had worked purely on temporary basis for 90 days from 24-6-81 to 22-9-81. Since he had not worked continuously for one year within the meaning of section 25B of the I.D. Act, prior to the termination of his services, the provisions of sec. 25G read with Rule 77 and sec. 25H read with Rule 78 of the I.D. Central Rules 1957, would not apply to his case.

6. In his claim statement the workman has quoted para 20.8 and para 20.12 of the First Bipartite Settlement. I have gone through these two paras and find that the workman does not get any help for his case from these two paras. Therefore, it cannot be said that there has been any violation of these two paras by the management.

7. Admittedly he was employed on temporary basis. Para 20.8 refers to the selection of a temporary workman ultimately for filling up permanent vacancies. It is not the case of the workman that he was selected for regular recruitment.

8. I therefore, find no force in the case set up by the workman. Accordingly the action of the management in terminating the services cannot be questioned nor it can be said as unjustified. Consequently, the workman is held entitled to no relief.

9 Reference is answered accordingly.

ARJAN DEV, Presiding Officer

नई दिल्ली, 1 फरवरी, 1993

का.आ.340—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विशाखापटनम पोर्ट ट्रस्ट, विशाखापटनम के प्रबंधन के संवत्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-1-93 को प्राप्त हुआ था।

[संख्या एन-34012/8/83-डी-IV(ए) वायू.-II]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 1st February, 1993

SO 340.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the Industrial Dis-

pute between the employers in relation to the management of Visakhapatnam Port Trust, Visakhapatnam and their workmen, which was received by the Central Government on the 29-1-93.

[No. L-34012/8/83-D.IV(A)/Vol.II]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT :

Sri V. Venkatachalam, M.A., B.L., Chairman.

Dated the Seventh day of January Nineteen Hundred Ninety Three

I.D. No. 57 of 1987

BETWEEN :

The Workman of Visakhapatnam Port Trust,
Visakhapatnam. ..Petitioner.

AND

The Management of Visakhapatnam Port Trust,
Visakhapatnam. ..Respondent.

APPEARANCES :

Sarvasri G. Bikshapathy, G. Vidyasagar, V. Vishwanathan
and N. Vinash Raj, Advocates for the Workman.

Sri K. Srinivasamurthy, G. Sudha and A. Vishalakshi,
Advocates for the Management.

AWARD

This reference is referred by the Government of India Ministry of Labour vide letter No. L-34012[8/93-D.IV(A)] Vol. II dated 16-11-1987 for adjudication of the dispute between the Management of Visakhapatnam Port Trust and their workman with the following Annexure :

"Whether the action of the management of Visakhapatnam Port Trust in awarding punishment of reduction of pay of Sri Ch. A. Satyanarayana, Operator Gr. II of Ore Handling Complex from Rs. 627 to Rs. 589 for one year with cumulative effect is justified? If not, to what relief the workman is entitled?"

2. After receiving the notice the workman filed the Claim Statement wherein he stated that he is an active member of the Union of the Respondent-Management and he was appointed in the Ore Handling Complex of the Respondent Port Trust in the year 1969. He has been maintaining clean record of service throughout. In the year 1980, he was working as Operator Gr. II in the Ore Handling Complex, under the control of Chief Mechanical Engineer. He was attached to vulcanising section of the said complex. As per the practice in vogue, the overtime of the employees is booked from among the workman in a particular section and in case of non-availability of workman in that section, the other employees in the other sections will be engaged on overtime. It is respectfully submitted that one Sri A.V.L.M. Somaya-

julu was Asst. Engineer in-charge of the said sections and he was acting to the prejudice of concerned workman due to personal grudge. The Asst. Engineer has been booking overtime of other employees in vulcanising section ignoring the concerned workman. While so, the workman was on second shift on 12-8-1980 in vulcanising section. After his second shift was over, he asked the Asst. Engineer Sri Somayajulu, as to whether he should continue over time in the Section. The Asst. Engineer asked workman to go away as there was no overtime. But, surprisingly, on the very same day, Sri Tajeswara Rao, Operator Gr. II and P. Raja Gopala Rao, Operator Gr. II were booked for overtime. When the workman came to know of the overtime bookings of the above employees on 13-8-1980, he asked the said Asst. Engineer as to why he booked the other persons, when the workman specifically asked him whether there is overtime work or not? The said Asst. Engineer told the workman that he is inefficient for work and therefore, it is the prerogative to engage on overtime any body he likes. Having realised the partisan attitude of the Asst. Engineer, the workman made a complaint to the Chief Mechanical Engineer on 13-8-1980. However, no action was taken in the matter and on the other hand, the Chief Mechanical Engineer issued a charge sheet to the workman in proceedings dated 18-9-1980 alleging that he mis-behaved in an indecent manner and abused Sri Somayajulu on 15-8-1980 for not booking on overtime on 12-8-1980. The workman submitted explanation wherein he denied the charges. The workman had only mentioned to the Asst. Engineer as to why he was not booked overtime and at the same time, the other persons from other sections are booked overtime, in vulcanising section in which the workman was working. Thereafter an enquiry was conducted into the charge. The Enquiry Officer categorically found that the Asst. Engineer was not justified in booking the other workman on overtime and denying the overtime to the concerned workman. But, however, the Enquiry Officer found the workmen guilty of the charge, without considering the evidence and the documents on record. The Chief Mechanical Engineer by his proceedings dt. 30-9-1981, issued show cause notice of removal from service. The workman submitted reply to the said show cause notice on 2-11-1981. But, without considering explanation, the Chief Mechanical Engineer passed the orders of reduction of pay by two stages i.e. from Rs. 627 to Rs. 589 per month in the scale of Rs. 480-919 for a period of one year with cumulative effect with effect from the date of issue of the proceedings dated 23-2-1982. Against the said punishment, the workman preferred an appeal to the Chairman, Visakhapatnam Port Trust, which was rejected. Thereafter the petitioner union has taken up the matter with the conciliation officer. The conciliation meetings were held before the Asst. Commissioner of Labour (Central) as there was no meeting point a failure report was sent to the Central Government. The Central Government by order dated 18-8-1984, referred the matter for adjudication to the Industrial Tribunal, Hyderabad. The Petitioner Union has filed W. P. No. 13239 of 1984. The High Court of Andhra Pradesh directed the Central Government to consider a fresh its decision declining adjudication. On reconsideration of the matter the Central Government to consider afresh its decision declining adjudication to this Tribunal.

The enquiry was conducted in an unfair and biased manner, violating the principles of natural justice. The workman did not abuse the Asst. Engineer nor did he behave in an indecent manner. The Asst. Engineer's statement that the workman stated that he was unfit to be Asst. Engineer was taken to be an abusive language. The workman had not stated any thing except asking the Asst. Engineer for not booking him on overtime. The findings of the Enquiry Officer are quite perverse and run contrary to the evidence on record. The Enquiry Officer has accepted that report even without discussing the evidence brought before him, on behalf of the workman. The order of punishment passed by the respondent is arbitrary and unlawful and contrary to the provisions of the Visakhapatnam

Port & Dock Employees' (Classification, Control and Appeal) Regulations 1968. The appeal was also dismissed mechanically without giving the merits of the case. Therefore the punishment imposed on the workman may be set aside.

3. On the above contents of the claim statement of the workman the Respondent filed the Counter in which all the material allegations levelled against the respondent by the workman are specifically denied. It is stated that in the confidential reports of the workman there are adverse remarks in the service prior to the incident and the workman was working as Attendant Gr. II in the year 1979, he was charge sheeted for not obliging instructions and directions of his immediate superiors as well as Engineer-in-charge of the section and he was censured for the said lapses. As such the allegation that he was having clean record is not correct. It is not true to say that there is a practice of booking overtime among the workman in a Particular section only and in case of a non-availability of workman in that section other employees in the other sections were engaged on overtime is not correct. Normally the booking of overtime depends upon the exigencies of work and the nature of work the workman discharges. The immediate superior who books overtime exercises his discretion in booking for the workman. There is no established principles or superior who books overtime exercises his declaration in book-overtime booking was held depending upon the nature of urgency and the requirements of the work.

The contention of the workman that the Asst. Engineer had grudge against him is basically incorrect. In fact the workman abused the Asst. Engineer and the workman insulted him purposely and with ulterior motives provided the Asst. Engineer. The allegation that the Asst. Engineer in-charge was booking overtime for other employees of the vulcanising section ignoring the workmen concerned is not correct. It is in the hands of the concerned officer to exercise his discretion for selecting the best of the lot for entrusting overtime work.

The enquiry was held in accordance with the rules framed by Respondent-Management. It cannot be stated that the Enquiry Officer failed to prove the material available on record and he is biased. It is also stated that the workman was not submissive to the superiors and on the other hand the workman is often claiming to consider his name first while awarding work to the workman for overtime. Even an efficiency side the workman could not be considered to be dependable. Therefore the claims are not considered for entrusting overtime work. In fact the workman was given show cause notice to remove him from service and after receipt of the explanation from the workman normal punishment was awarded to the workman that the reduction of his pay for one year with cumulative effect. Thereafter he filed an appeal against the order but the matter was not settled. Therefore the report was sent to the Government of India. The punishment awarded to the workman by the Respondent perfectly justified and there are no merits in the reference, and award may be passed accordingly.

4. On behalf of the workman preliminary point was raised and on the aspect of the then Presiding Officer, Industrial Tribunal in I.D. 57/87 dated 10-11-1990 discussed the issue at length and made an observation that in para 5 it is stated "The grievance of the worker appears to be justified but the Industrial Tribunal cannot do anything at this stage, simply because an allegation made by the workman against his superior was not enquired into," and the then Chairman, Industrial Tribunal gave a finding that "the domestic enquiry was held valid".

5. On behalf of the workman W.W. 1 is examined and exhibits W1 and W2 are marked. On behalf of the management M.W. 1 and M.W. 2 are examined and exhibits M1 to M9 are marked. W.W. 1 who is no other than the workman in question was examined himself and he probed the salient features of his Claim's Statement. M.W. 1 is the Enquiry Officer who conducted the domestic enquiry against the workman in question. He stated in his evidence that he was appointed as Enquiry Officer and he framed charges against the workman and the workman fully participated

and cross-examined all witnesses of the management. The workman was given full opportunity during the course of domestic enquiry.

6. The arguments of the both sides are heard. The point for consideration is whether there are any valid grounds to set aside the punishment of reduction of salary from Rs. 627 to Rs. 589 for one year with cumulative effect is justified or not?

7. I have gone through entire material available on record and I have also carefully examined the Points raised before me by both sides during course of arguments. It is an admitted fact that this Tribunal by order dated 13-11-1990 in deciding preliminary point stated that the domestic enquiry was held valid. I would like to further mention that any punishment based on the domestic enquiry against the proved misconduct of the workman should be proportionate with regard to the proved charge sheet that the workman abused his superior for not entrusting overtime work to him and his superior was entrusting work to some others ignoring his claim. The award of punishment in question is reduction of pay scale for one year with cumulative effect. Having considered the entire material available on record and keeping in view the nature of the proved allegation against the workman I consider that ends of the justice will be met if the awarded punishment of reduction of pay from Rs. 627 to Rs. 589 for one year with cumulative effect can be modified to that of without cumulative effect. Therefore it is ordered that the punishment imposed on the workman by the respondent-Management in reducing his pay for one year from Rs. 627 to Rs. 589 with cumulative effect is modified to that of without cumulative effect.

8. In the result it is ordered that the action of the management of Visakhapatnam Port Trust in awarding punishment of reduction of pay of Sri Ch. A. Satyanarayana Operator Gr. II of the Ore Handling Complex from Rs. 627 to Rs. 589 for one year "with cumulative effect" is modified to that of "without cumulative effect".

9. The award is passed accordingly.

Y. VENKATACHALAM, Chairman

Appendix of Evidence

Witnesses examined for the workman

W.W. 1 C.H.A. Satyanarayana

Witnesses examined for the Management

M.W. 1 K. K. Rao.

M.W. 2 U. Tatiah.

Documents marked for the Workman

1. Ex. W1—Letter dt. 15-7-89 addressed to the Chairman, Visakhapatnam Port Trust, Visakhapatnam by S. Rikshapathy, Counsel for the workman in I.D. No. 57GT with regard to the representation dt. 13-8-88 of the workman Ch. A. Satyanarayana.

2. Ex. W2—True copy of the Representation dt. 13-8-89 made by Ch. A. Satyanarayana to the Chief Mechanical Engineer, Visakhapatnam Port Trust, Visakhapatnam.

Documents marked for the Management

1. Ex. M1—Order dt. 19-12-80 given by Chief Mechanical Engineer, Visakhapatnam Port Trust to K. K. Rao appointing him as Enquiry Officer to conduct enquiry against Ch. A. Satyanarayana.

2. Ex. M2—Memorandum of Charge Sheet dt. 18-9-90 issued to Ch. A. Satyanarayana by the Chief Mechanical Engineer, Visakhapatnam Port Trust, Visakhapatnam.

3. Ex. M3—Explanation dt. 28-9-80 to the Charge Sheet submitted by Ch. A. Satyanarayana to the Chief Mechanical Engineer, Visakhapatnam Port Trust Visakhapatnam.

4. Ex. M4—Enquiry proceedings dt. 1-1-81.

5. Ex. M5—Enquiry Report.

6. Ex. M6—Letter dt. 11-3-81 of the Enquiry Officer to C.M.E., Visakhapatnam Port Trust, Ore Handling Complex with regard to submission of domestic enquiry findings.
7. Ex. M7—Letter dt. 14-8-80 addressed by Asstt. Engineer (OP) Ore Handling Complex, Visakhapatnam Port Trust to C.M.E. V.P.T. Ore Handling Complex with regard to indiscipline behaviour of Ch. A. Satyanarayana, Operator Gr. II.
8. Ex. M8—Letter dt. 13-8-80 addressed by Asstt. Engineer (Mech.) Ore Handling Complex V.P.T. to the C.M.E. V.P.T., Visakhapatnam with regard to improper and indecent behaviour of Ch. A. Satyanarayana, Operator Gr. II.
9. Ex. M9—Defence brief of Ch. A. Satyanarayana, Operator Gr. II/O.H.C. dt. 14-7-81 submitted to the Enquiry Officer.

Sd/- Industrial Tribunal

नई दिल्ली, 27 जनवरी, 1993

का.आ. 341—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम डिपार्टमेंट, बीकानेर के प्रबन्धन से संबंधित निर्यातों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-1-93 को प्राप्त हुआ था।

[सं. एल-40012/86/91-डी-2(बी) (पार्ट)]

के.वी.बी. उण्णा, डेस्क अधिकारी

New Delhi, the 27th January, 1993

S.O. 341.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom. Department, Bikaner and their workmen, which was received by the Central Government on 22nd January, 1993.

[No. L-40012/86/91-D.II(B)(Pt.)]

K. V. B. UNNY, Desk Officer

अनुबन्ध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर
केस नं. सी.आई.टी. 3/1992

रफरेंस: केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का
आदेश क्रमांक एल-400012/86/91-डी-2(बी)
दिनांक 8-1-92

श्री अनुपालसिंह पुव श्री गगनसिंह जाति राजपूत पेशा
नौकरी; मार्फत जे.एस. यादव, वकील, लीला चौक
पुरानी आबादी, श्रीगंगानगर (राज.)

—प्रार्थी

वनाथ

1. टेलीकॉम डिस्ट्रिक्ट इंजीनियर, दूर संचार विभाग,
बीकानेर।

2. डायरेक्टर, टेलीकॉम सेन्टीनेल्स, टेलीकॉम रीजन,
दूसरी मंजिल अमेडेथी ब्लॉक, जी.एम.टी.टी.
कम्पाउण्ड, जयपुर।
3. वी अगिस्टेण्ट इंजीनियर, मेक्रोवेव सेन्टीनेल्स, सूरतगढ़,
जिला गंगानगर।

—अप्रार्थीगण

उपस्थित

माननीय न्यायाधीश श्री गंकरलाल जैन, आर.एच.जे.एस.

प्रार्थी की ओर से: श्री जयश्री सिंह यादव

अप्रार्थीगण की ओर से: श्री एम. रफीक

दिनांक अर्वाह: 5-11-1992

अर्वाह

केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने उपराक्षक
आदेश द्वारा निम्न विवाद इस न्यायाधिकरण के वास्ते अधि-
नियंत्रण औद्योगिक विवाद अधिनियम, 1947, जिसे आगे
चलकर अधिनियम संबंधित किया गया है, की धारा 10(1)
(घ) के अन्तर्गत प्रेषित किया है:

"Whether the action of the telecommunication department microwave maintenance telecom Distt. Engineer, Bikaner in terminating the services of Shri Anupal Singh daily rated worker engaged in the establishment of AEN. M.M. Telecommunication Department Suratgarh, W.E.F. 7-7-87 is proper just fair and legal? If not, what remedy workman is entitled to?"

2. महामंत्री, जिला ट्रेड यूनियन काउन्सिल, श्रीगंगा-
नगर ने दावे के कथन में निम्नलिखित अभिवाक किये हैं:

यह कि श्रमिक अनुपालसिंह, जिसे आगे चलकर प्रार्थी
संबोधित किया है, को अप्रार्थी सहायक अभियन्ता, सूक्ष्म तरंग
अनुरक्षण केन्द्र, सूरतगढ़ के द्वारा दिनांक 1-10-84 को
चतुर्थ श्रेणी लेवर के स्थाई व स्वीकृत पद पर दैनिक वेतन-
भोगी श्रमिक के रूप में नियुक्त किया गया था। प्रार्थी दिनांक
20-10-84 को काम करते समय चोट लगने से बीमार हो
गया और दिनांक 10-8-86 तक बीमार रहने के बाद
मेडीकल एवं फिटनेस प्रमाणपत्र प्राप्त कर 11-8-86 ने
पुनः अप्रार्थी के यहां पुराने कार्य पर लग गया। प्रार्थी का
कथन है कि उसने बिना किसी व्यवधान के अप्रार्थी के यहां
11-8-86 से 6-7-87 तक निरन्तर कार्य किया है। यह भी
कथन किया कि उसने मेहनत, लगन व ईमानदारी से अप्रार्थी
संस्थान में इयटी अंजाम दी है।

3. यह कि दिनांक 7-7-87 को बिना पूर्व सूचना
अर्थात् नोटिस दिये, अथवा नोटिस के एवज में एक माह
का वेतन दिया जूबानी आदेश से उसे काम पर लेने से मना
कर दिया और सेवा से पृथक् कर दिया। सेवा मुक्ति से
पहले प्रार्थी को नोटिस, नोटिस-पे अथवा छंटनी का मुआवजा
भी नहीं दिया गया इस प्रकार अधिनियम की धारा 25-एफ
के प्रावधानों का उल्लंघन किया गया है।

4. यह कि प्रार्थी को सेवा मुक्त करने से पूर्व अप्रार्थी
नियोजक द्वारा कोई वरिष्ठता सूची नहीं निकाली गई। इस
प्रकार अधिनियम की धारा 25-जी का भी उल्लंघन किया गया है।

5. यह कि प्रार्थी को सेवा से पृथक करने के बाद अप्रार्थी संस्थान में नये कर्मचारियों की नियुक्ति भी की गई किन्तु प्रार्थी को सूचना तक नहीं दी गई इस प्रकार अधिनियम की धारा 25-एच के प्रावधानों का भी उल्लंघन किया गया है। प्रार्थी ने कनिष्ठ श्रमिक अभी भी अप्रार्थी के पास नियोजित हैं। इस प्रकार प्रार्थी को सेवा मुक्त कर नैसर्गिक न्याय के सिद्धान्तों की अवहेलना की है। अतः प्रार्थी की प्रार्थना है कि अप्रार्थी के ज्ञानी आदेश दिनांक 7-7-87 को निरस्त किया जावे एवं प्रार्थी को सवेतन पुरानी सेवा में बहाल कराये जाने का अवार्ड पारित किया जावे तथा सेवा मुक्ति की दिनांक से पुनः सेवा में लिए जाने तक की दिनांक का पूरा बकाया वेतन एवं अन्य सब लाभ दिखाये जायें।

6. नियोजकगण की तरफ से प्रस्तुत जवाब में क्लेम के कथनों को अस्वीकार करते हुए कहा है कि सहायक अभियन्ता सूक्ष्म तरंग अनुरक्षण केन्द्र अस्तित्व में ही दिनांक 9-11-86 को आया अतः प्रार्थी का यह कथन कि वह सर्व-प्रथम दिनांक 1-10-84 को अप्रार्थीगण के यहाँ सेवा में नियुक्त हुआ था, सर्वथा गलत एवं असत्य है। दिनांक 1-10-84 से 20-10-84 तक प्रार्थी ने अप्रार्थी नियोजक के वहाँ कोई कार्य नहीं किया न ही उसे किसी प्रकार का वेतन भुगतान किया गया है। प्रार्थी द्वारा प्रस्तुत अस्वस्थता प्रमाण-पत्र एवं स्वस्थता प्रमाणपत्र स्वयं में ही संदिग्ध मालूम होते हैं। प्रार्थी ने अगस्त, 1986 में 21 दिन, सितम्बर, 1986 में 30 दिन, अक्टूबर 1986 में 31 दिन, नवम्बर 1986 में 30 दिन, दिसम्बर 1986 में 31 दिन, जनवरी 1987 में 31 दिन, फरवरी 1987 में 26 दिन, मार्च 1987 में 31 दिन एवं अप्रैल 1987 में 30 दिन सहायक अभियन्ता, सूक्ष्म तरंग अनुरक्षण केन्द्र परियोजना, सूरतगढ़ के कार्यालय में दैनिक वेतनभोगी चतुर्थ श्रेणी कर्मचारी के रूप में कार्य किया था। तथा सहायक अभियन्ता, सूक्ष्मतरंग अनुरक्षण परियोजना केन्द्र, सूरतगढ़ के कार्यालय में मई 1987 में 27 दिन, जून 1987 में 25 दिन एवं जुलाई 1987 में 6 दिन (कुल 58) दिन कार्य किया है। प्रार्थी को किसी स्थाई व स्वीकृत पद के विरुद्ध नहीं लगाया गया था न ही उसे कोई नियमित नियुक्ति पत्र जारी किया गया। एक ओर प्रार्थी ने क्लेम में कहा है वह विभाग में काम करते समय छोट लग जाने से बीमार हो गया जबकि आगे वह कहता है कि वह गांव जाकर बीमार हो गया। दोनों तथ्य एक दूसरे के विपरीत होने से विश्वास करने लायक नहीं है। प्रार्थी को एक माह का नोटिस सेवा से हटाये जाने से पूर्व दिनांक 8-6-87 को दिया गया था जिसकी दूसरी प्रति पर प्रार्थी के हस्ताक्षर बतौर रसीद करवा लिये गये थे। दैनिक वेतनभोगी अस्थाई श्रमिक होने के कारण उनकी वरिष्ठता सूची प्रकाशित करना आवश्यक नहीं था। प्रार्थी के स्थान पर अन्य किसी कर्मकार को नहीं रखा गया है। अप्रार्थी के अनुसार प्रार्थी को नियमानुसार ही सेवा मुक्त किया गया है एवं अधिनियम की धारा 25-एफ, जी एवं एच के प्रावधानों का उल्लंघन नहीं किया गया है इसलिए स्टेटमेंट ऑफ क्लेम स्वीकारित किया जावे।

7. प्रार्थी श्री अनुपालसिंह ने दावे के समर्थन में अपना स्वयं का शपथ पत्र प्रस्तुत कर सत्यापित कराया जिससे नियोजक प्रतिनिधि ने जिरह की। प्रालेखिक साक्ष्य में प्रदर्शित डब्ल्यू-1 लगायत, डब्ल्यू-8 फोटो प्रतियां प्रस्तुत की हैं। इससे विपरीत नियोजक की तरफ से श्री सीताराम, सहायक अभियन्ता, सूक्ष्म तरंग अनुरक्षण, सूरतगढ़ का शपथ पत्र प्रस्तुत किया गया है जिससे प्रार्थी के प्रतिनिधि ने जिरह की। प्रालेखिक साक्ष्य में प्रदर्शित क-1 लगायत क-5 प्रदर्शित कराये गये हैं।

8. तत्पश्चात् मैने पक्षकारों के सुयोग्य प्रतिनिधिगण की बहम सुनी, पत्रावली तथा पत्रावली पर उपलब्ध सामग्री एवं विधि के सुसंगत प्रावधानों का ध्यानपूर्वक परीक्षण किया। अब मै पक्षकारों की साक्ष्य का मूल्यांकन करते हुए अभिनिर्णीत करूंगा कि प्रार्थी ने बिना किसी व्यवधान के अप्रार्थी नियोजक के यहाँ निरन्तर दिनांक 6-7-87 तक 240 दिवस की अवधि तक कार्य किया है अथवा नहीं।

9. विपक्षी के प्रतिनिधि श्री एम. रफीक ने न्याय दृष्टान्त यू. जे. (एस.सी.) 1977 पेज 60 श्री रंजीतमल बनाम जनरल मैनेजर उरतरीय रेलवे, बड़ौदा हाऊस, नई दिल्ली का आश्रय लेते हुए यह दलील दी कि रेफरेंस में भारत संघ को पक्षकार नहीं बनाने से प्रार्थी का क्लेम निरस्त किये जाने योग्य है।

10. अप्रार्थी के विद्वान प्रतिनिधि श्री जयवीरसिंह यादव ने अपनी दलीलों के समर्थन में निम्न न्याय दृष्टान्तों का आश्रय लिया:

- (1) उच्चतम न्यायालय निर्णय पत्रिका जून 1984 पेज 717 गैमन इण्डिया लि. बनाम श्री निरंजनदास
- (2) उच्चतम न्यायालय निर्णय पत्रिका फरवरी, 1986 पेज 704, एच डी. मिश्र बनाम भारतीय रिजर्व बैंक व अन्य,
- (3) उच्च न्यायालय सिविल निर्णय पत्रिका फरवरी 1987 पेज 264 दिल्ली नगर निगम के कर्मकार व अन्य बनाम दिल्ली नगर निगम का प्रबंधन और एक अन्य।

11. यह प्रकरण औद्योगिक विवाद अधिनियम, 1947 की धारा 25-एफजी. व एच के प्रावधानों की अवहेलना बताते हुए तथा प्रार्थी की छंटनी को अवैध बताते हुए प्रस्तुत किया गया है। विपक्षी ने यह अभिकथन किया है कि प्रार्थी को आकस्मिक तौर पर मात्र कुछ समय के लिए दैनिक वेतन भोगी चतुर्थ श्रेणी श्रमिक के रूप में सेवा में लगाया और उसके कार्य की आवश्यकता नहीं होने से उसे सेवा मुक्त कर दिया गया।

12. विपक्षी की यह प्रारम्भिक आपत्ति चलने योग्य नहीं है कि इस मामले में औद्योगिक विवाद अधिनियम, 1947 के प्रावधान आकषित नहीं होते हैं। अधिनियम की धारा 2(जे) में उद्योग को परिभाषित किया गया है और

विपक्षी का टेलीफोन विभाग भी उद्योग की परिभाषा में आता है अतः अधिनियम के प्रावधान स्वतः ही लागू हो जाने हैं।

13. विपक्षी की यह प्रारंभिक आपत्ति भी चलने योग्य नहीं है कि भारत संघ को इस प्रकरण में पक्षकार नहीं बनाने से प्रार्थी का क्लेम चलने योग्य नहीं रह गया। यह उल्लेखनीय है कि इस विवाद को श्रम मंत्रालय भारत सरकार, नई दिल्ली के आदेश दिनांक 8-1-92 द्वारा श्रम न्यायाधिकरण को अधिनिर्णय हेतु भेजा गया है और इस मामले में भारत सरकार संघ के प्रतिनिधि टेलीकाम डिस्ट्रिक्ट इंजीनियर दूर संचार विभाग वीकानेर, डायरेक्टर टेलीकाम मेन्टीनेन्स उत्तरी टेलीकाम रीजन व श्रमिस्टेंट इंजीनियर, माईक्रोवेव मेंटीनेन्स सूरतगढ़ पक्षकार हैं। विपक्षी के विद्वान प्रतिनिधि द्वारा प्रस्तुत उपरोक्त न्याय दृष्टान्त इस प्रकरण पर लागू नहीं होता है।

14. प्रार्थी की साक्ष्य का मूल्यांकन करने के पश्चात् मैं इस निष्कर्ष पर पहुंचा हूं कि उसे सर्वप्रथम 1-10-84 को अप्रार्थी सं. 3 द्वारा दैनिक वेतन भोगी चतुर्थ श्रेणी श्रमिक के रूप में नियुक्त किया गया और उसने दिनांक 20-10-84 तक कार्य किया जिसका प्रमाणपत्र प्रदर्श डब्ल्यू—1 है। तत्पश्चात् 21-10-84 से प्रार्थी अस्वस्थ हो गया जिसका रोग प्रमाणपत्र प्रदर्श डब्ल्यू—2 प्रमाणित किया गया है जिसके अनुसार प्रार्थी 21-10-84 से 10-8-86 तक अस्वस्थ रहा और उसका स्वास्थ्य प्रमाणपत्र प्रदर्श डब्ल्यू—3 है। प्रार्थी को इन प्रमाणपत्रों के आधार पर ही पुनः कार्य पर लिया गया। प्रार्थी की इस साक्ष्य का खण्डन विपक्षी द्वारा नहीं किया गया है कि प्रार्थी बीमार नहीं हुआ हो। प्रार्थी ने अपनी जुबानी व प्रालेखिक साक्ष्य डब्ल्यू—4 से यह साबित किया है कि उसने विपक्षी के अधीन अगस्त 1986 से अप्रैल 1987 तक निरंतर 261 दिवस तक कार्य किया। इस संबंध में विपक्षी द्वारा प्रदर्श डब्ल्यू—4 प्रमाणपत्र जारी किया गया है जो एक स्वीकृत दस्तावेज है। विपक्षी के साक्षी श्री सीताराम ने प्रदर्श डब्ल्यू—1 डब्ल्यू—5, 6 व 7 को उनके विभाग द्वारा जारी होना माना है। इस साक्षी ने प्रदर्श डब्ल्यू—1 पर ए से वी हस्ताक्षर श्री श्री राकेश भरोडा, सहायक अभियन्ता माइक्रोवेव प्रोजेक्ट के होना स्वीकार किया है। प्रदर्श डब्ल्यू 6 व 7 पर ए से वी हस्ताक्षर उप मण्डल अधिकारी तार के होना माना है तथा डब्ल्यू—5 पर ए से वी हस्ताक्षर सहायक अभियन्ता, सूक्ष्म तरंग श्री आर. के. के होना स्वीकार किया है और इस साक्षी ने यह भी माना है कि जब प्रार्थी को हटाया गया तो विभाग ने कोई वरिष्ठता सूची प्रकाशित नहीं की तथा इस तथ्य को भी स्वीकार किया है कि 31-3-85 से पहले कार्यरत किसी भी कर्मकार को विभाग की सेवा से पृथक् नहीं करने के आदेश प्राप्त हुए थे। इस साक्षी का यह कथन स्वीकार करने योग्य नहीं है कि प्रार्थी सन् 1984 से कार्य नहीं कर रहा था। इस साक्षी ने यह भी स्वीकार किया है कि टेलीफोन व माइक्रोवेव सिस्टर

यान्त्रिक हैं तथा कर्मकार को आवश्यकतानुसार टेलीफोन में माइक्रोवेव अथवा माइक्रोवेव में टेलीफोन में स्थानांतरित किया जा सकता है।

15. प्रार्थी को नियोजक द्वारा दिये गये प्रमाण पत्र प्रदर्श—डब्ल्यू 5 में यह प्रकट होता है कि प्रार्थी के कार्य दिवस मई 1987 से जून 1987 तक बिना साप्ताहिक अवकाश जोड़े 58 दर्ज हैं। प्रदर्श डब्ल्यू—4 में प्रार्थी द्वारा अगस्त 1986 से अप्रैल 1987 तक 261 दिवस कार्य किया जाना दर्शाया गया है। प्रार्थी ने जो कार्य टेलीफोन विभाग में किया है उसका प्रमाण पत्र प्रदर्श डब्ल्यू—6 व 7 है। डब्ल्यू—6 के अनुसार प्रार्थी ने 123 दिवस कार्य किया है। इन दोनों दस्तावेजों पर पार्टी इंचार्ज का नाम व मण्टररोल सं. भी दर्ज है। इस प्रकार प्रार्थी श्री अनुपाल सिंह के मौखिक कथनों की पुष्टि प्रलेखीय प्रमाण प्रदर्श डब्ल्यू—1 लगायत डब्ल्यू—7 में भी होती है। प्रार्थी की साक्ष्य से यह भी प्रमाणित हुआ है कि टेलीफोन एवं माइक्रोवेव मेन्टीनेंस विभाग की ही शाखाएं हैं।

16. अतः प्रार्थी की साक्ष्य से यह प्रमाणित हो गया है कि उसने एक कलेंडर वर्ष में अप्रार्थी नियोजक के यहां 240 दिवस की सेवा पूरी कर ली है और प्रत्येक दृष्टि में परखने पर यह प्रार्थी श्रमिक द्वारा 25-एफ अधिनियम के प्रावधानों के लाभ का अधिकारी बन गया है। यद्यपि प्रार्थी को सेवा से हटाने के लिए एक माह का नोटिस प्रदर्श क-1 दिया गया है किन्तु प्रार्थी को छुट्टी का कोई मुआवजा नहीं दिया गया है और ना ही उसे हटाने से पूर्व कोई वरिष्ठता सूची बनाई है। प्रार्थी से कनिष्ठ व्यक्ति सर्वश्री जय भगवान, भामन सिंह, काशी राम व श्रीकृष्ण तथा ओम प्रकाश विपक्षी नियोजक के यहां अब भी कार्यरत हैं। इस प्रकार औद्योगिक विवाद अधिनियम, 1947 की धारा 25-एफ, जी व एच की अवहेलना नियोजक द्वारा किया जाना प्रमाणित है। मैं अपने इस निष्कर्ष के संबंध में न्याय दृष्टान्त एस सी एन जे 1988-90 पेज 662 कृष्ण कुमार दुबे बनाम यूपी राज्य खाद्य एवं आवश्यक वस्तु अधिनियम एवं पेज 663 नरोत्तम खोपड़ा बनाम पी ओ लेबर कोर्ट पर भरोसा करता हूं।

17. तथ्यों और विधि के उपरोक्त समस्त कारणों से इस निर्देश का अधिनिर्णय निम्न प्रकार किया जाना है :

“श्रमिक श्री अनुपाल सिंह की दिनांक 7-7-87 से सेवा मुक्ति करना उचित एवं वैध नहीं है। इसे इसके पद पर नियोजित घोषित किया जाता है। इसकी सेवा की निरंतरता कायम रखी जाती है और इसे पिछला समस्त वेतन व अन्य सभी लाभ भी बिनाये जाते हैं। 100/- रु. खर्चा मुकदमा भी दिलाया जाता है। अगर नियोजक अन्तर तीन माह उक्त राशि अदा नहीं करेगा तो 12 प्रतिशत वार्षिक दर से ब्याज भी देना पड़ेगा।”

18. अर्वाइ की प्रति भारत सरकार को प्रकाशवार्थ अन्तर्गत धारा 17(1) अधिनियम के अन्तर्गत जारी जाये।

शंकर लाल जैन, पीठासीन अधिकारी

नई दिल्ली, 27 जनवरी, 1993

का.आ. 342 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अधीक्षक, डाक घर मुख्यालय, पाली के प्रधानमंत्री के संवाद निर्यातकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 22-1-93 को प्राप्त हुआ था।

[मं. एन-40012/6/87-डी 2(बी) (पीटी)]
के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 27th January, 1993

S.O. 342.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Superintendent of Post Offices, Pali and their workmen, which was received by the Central Government on 22nd January, 1993.

[No. L-40012/6/87-D.II(B)(Pt.)]
K. V. B. UNNY, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी. आई. टी. 85/88

रेफरेंस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्रमांक एन - 40012/6/87 - डी-2 (वी) दि. 9-12-88

श्री उम्मेद खां जोया पुत्र श्री जान आलम खां, राधूरवन का बास पोस्ट नाडोल, जिला पाली-306603. राजस्थान।

—प्रार्थी

बनाम

अधीक्षक, डाक घर मुख्यालय, पाली जिला पाली।

—विपक्षी नियोजक

उपस्थिति

माननीय न्यायाधीश श्री शंकर लाल जैन, आर.एच.जे.एम

प्रार्थी की ओर से : श्री वी. के. माथुर
अप्रार्थी की ओर से : कोई हाजिर नहीं (एकपक्षीय)
दिनांक अर्थात् : 7-11-1992

अर्थात्

केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने उप-रोक्त आदेश द्वारा निम्न विवाद इस न्यायाधिकरण को वास्तविक अधिनियम औद्योगिक विवाद अधिनियम, 1947 की धारा 10 (1) (घ) के अन्तर्गत प्रेषित किया गया है :

Whether the action of Postal Deptt. Supdt. Post Offices, Pali in terminating the services of Shri Umed Khan, Ex-EDBPM, Koshempura Post Office w.e.f. 29-10-86 is justified? If not, to what relief is the workman entitled to?"

1. श्री उम्मेद खां जोया, जिसे आगे चलकर प्रार्थी श्रमिक संयोजित किया है, ने स्टेटमेंट आफ क्लेम पेश कर जाहिर किया है कि उसकी नियुक्ति विपक्षी संस्थान में शाखा डाकपाल के पद पर किशनपुरा में दिनांक 23-12-83 में की गई थी। उसकी नियुक्ति स्थाई रिक्त पद के विरुद्ध स्थाई पद पर की गई थी और उसमें काम भी उसी पद का लिया जाता रहा किन्तु वेतन दैनिक वेतन भोगी कर्मचारी के रूप में ही भुगतान किया गया। यह भी कहा कि विपक्षी ने अचानक दिनांक 29-10-86 को उसे हैरान व परेशान करने की नियत से सेवामुक्ति कर दिया जिसका कोई कारण नहीं बताया। प्रार्थी ने सेवामुक्ति से पूर्व संस्थान में 240 दिवस में अधिक कार्य किया है और सेवा मुक्ति से पूर्व उसे एक माह का नोटिस, अथवा नोटिस के एवज में एक माह का वेतन एवं छंटनी मुआवजा नहीं दिया गया इस प्रकार अधिनियम की धारा 25-एफ के प्रावधानों का उल्लंघन किया है। प्रार्थी की सेवा समाप्ति के समय कोई वरिष्ठता सूची भी नहीं निकाली तथा उसे सेवा में अलग करने के बाद उसके स्थान पर नये श्रमिकों को कार्य पर रख लिया। इस प्रकार अधिनियम की धारा 25-जी एवं एच के प्रावधानों का भी उल्लंघन हुआ है। प्रार्थी का कहना है कि वह सेवामुक्ति की दिनांक से ही बेरोजगार है अतः निवेदन किया है कि नियोजक द्वारा पारित सेवा मुक्ति आदेश दिनांक 29-10-86 अपास्त किया जाकर उसे समस्त पिछला वेतन व अन्य लाभ भी दिखाये जायें।

2. विपक्षी की ओर से श्री शर्मा ने दिनांक 13-3-89 को अधिकार पत्र प्रस्तुत किया। तत्पश्चात् वे दिनांक 15-4-89, 4-5-89, 29-5-89 को उपस्थित आया। यह उल्लेखनीय है कि दिनांक 29-5-89 को प्रार्थी की ओर से श्री जे. के. अग्रवाल तथा विपक्षी की ओर से श्री बी. एन. शर्मा उपस्थित थे और उस रोज श्री अग्रवाल ने श्री कानसिंह राठौड़ की ओर से श्रमिक का स्टेटमेंट आफ क्लेम पेश किया जिसकी प्रति श्री शर्मा को दी गई और जवाब हेतु पत्रावली दिनांक 14-7-89 को रखी गई। चूंकि 14-7-89 को अवकाश था अतः पत्रावली 15-7-89 को प्रस्तुत हुई उस रोज तथा तत्पश्चात् 31-3-89, 18-8-89, 21-9-89 तथा 6-11-89 को विपक्षी की ओर से कोई उपस्थित नहीं हुआ। इस कारण उसके विरुद्ध दिनांक 6-11-89 को एकपक्षीय कार्यवाही का आदेश पारित किया गया। यद्यपि 24-7-89 को विपक्षी का जवाब डाक द्वारा प्राप्त हो गया था किन्तु विपक्षी की ओर से उनके प्रतिनिधि ने कार्यवाही में भाग नहीं लिया क्योंकि वे अनुपस्थित हो गये।

3- अपने कथनों के समर्थन में भी श्री उम्मेद खां ने अपना स्वयं का शपथ पत्र प्रस्तुत कर सत्यापित कराया है। तथा स्वयं का भी शपथ पत्र पेश किया है। प्रालेखिक साक्ष्य

में प्रदर्श 1 लगायत प्रदर्श 7 पेश किये हैं। अप्रार्थी की तरफ से न कोई लिखित और न ही प्रालेखिक साक्ष्य प्रस्तुत की गई है। तत्पश्चात् मैंने प्रार्थी के प्रतिनिधि की एक तरफा बहस सुनी। पत्रावली तथा पत्रावली पर उपलब्ध सामग्री तथा विधि के सुसंगत प्रावधानों का ध्यानपूर्वक परीक्षण किया।

4— अपनी एक तरफा साक्ष्य में श्री उम्मेद खां ने अपने शपथ पत्र दिनांक में कहा है कि उसकी नियुक्ति विपक्षी संस्थान में शाखा डाकपाल के पद पर दिनांक 23-12-83 को की गई थी। उसने 23-12-83 से 29-10-86 तक लगातार कार्य किया था तथा दिनांक 30-10-86 को उसे जुबानी आदेश द्वारा सेवा से पृथक् कर दिया। सेवा मुक्ति के समय उसे कोई नोटिस के एवज में एक माह का वेतन तथा छंटनी का मुआवजा भी नहीं दिया। प्रार्थी श्रमिक कहता है कि उसकी सेवा मुक्ति के बाद श्री प्रेमसिंह मूलमिह व मुखराज को लगाया था। फिर मूलसिंह को हटाने के बाद श्री अचला-राम को लगाया था। विपक्षी संस्थान में वर्षों से यह प्रथा चल रही है कि वे श्रमिकों को स्थाई पद के विरुद्ध कार्य पर लगाते हैं और दैनिक वेतन के रूप में भुगतान करते हैं। आजकल शाखा डाकपाल को रु. 650/- प्रति माह दिया जाता है जबकि शाखा डाकपाल का नियमित वेतन 950/- रुपये तथा अन्य भत्ते नियमानुसार देय होते हैं। प्रार्थी श्रमिक ने दिनांक 30-1-91 को जो शपथ पत्र पेश किया है उसमें भी कहा है कि उसकी नियुक्ति विपक्षी संस्थान में 23-12-83 को की गई थी। यह भी कहा कि 28-10-86 को श्री छोगालाल ने आकर उसे कहा कि मुझे चार्ज दो, उसके मना करने पर ओम प्रकाश शर्मा श्रिमिस्टेंट सुपरिंडेंट ने पाली में टेलीफोन पर कहा कि अगर उसने चार्ज नहीं दिया तो पुलिस के हवाले कर दूंगा। श्री छोगालाल माना ने आदेश की प्रति श्रमिक को दी और चार्ज ले लिया। यह भी कहा कि उसने दिनांक 23-12-83 से दिनांक 29-10-86 तक लगातार कार्य किया इस प्रकार एक कलैण्डर वर्ष में 240 दिन से अधिक कार्य किया है। उससे कनिष्ठ व्यक्ति अभी भी संस्थान में कार्य कर रहे हैं ऐसा उसका कथन है। प्रार्थी श्रमिक के कथनों की पुष्टि प्रालेखिक साक्ष्य प्रदर्श 1 लगायत प्रदर्श 7 से भी होती है। प्रार्थी की एकपक्षीय साक्ष्य का कोई खंडन नहीं प्रार्थी की आश्च पर भरोसा किया जाता है।

5 प्रार्थी की साक्ष्य के विपरीत कोई साक्ष्य नहीं होने से उसका कलैम मावित हो जाता है। निष्कर्ष यह है कि प्रार्थी श्रमिक का दिनांक 29-10-86 से की गई सेवा मुक्ति उचित एवं वैध नहीं है।

6 तथ्यों और विधि के उपरोक्त समस्त कारणों से इस निर्देश का अधिनियम निम्न प्रकार किया जाता है :
“श्री उम्मेद खां, एम. ई. डी. वी. पी. एम. की दिनांक 29-10-86 से की गई सेवा मुक्ति अनुचित एवं अवैध है जिसे अपास्त किया जाता है। उसे उसके पद पर

नियोजित घोषित किया जाता है और उसका पिछला समस्त वेतन व अन्य सभी लाभ दिलाये जाते हैं। उसकी सेवा की निरंतरता कायम रखी जाती है। 100/ रुपये खर्चा मुकदमा भी दिलाया जाता है अगर नियोजक उक्त राशि अंदर तीन माह अदा नहीं करेगा तो 12 प्रतिशत की दर से ब्याज (वार्षिक) भी देना पड़ेगा।”
7—अर्वाइ की प्रति केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजी जाये।

शंकर लाल जैन, पीठासीन अधिकारी

नई दिल्ली, 27 जनवरी, 1993

का. आ. 343.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. डी. ओ. (टी) सूरतगढ़ के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-1-93 को प्राप्त हुआ था।

[सं. एल.—40012/84/89—आई. आर. (डीयू.) (पार्टे)]

के. वी. बी. उण्णी, डैस्क अधिकारी

New Delhi, the 27th January, 1993

S.O. 343.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.D.O. (T) Suratgarh and their workmen, which was received by the Central Government on 22nd January, 1993.

[No. L-40012/84/89-IR(DU)(Pt.)]

K. V. B. UNNY, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी.आई.टी. 53/90

रैफरेंस :—भारत सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्रमांक एल-40012/84/89-आई.आर.

(डी.यू.) दिनांक 13-8-90

महामंत्री भारतीय मजदूर संघ, जे.सी.टी. मिल के सामने श्री गंगानगर।

—प्रार्थी

बनाम

एम. डी. ओ. (टी) सूरतगढ़, जि. ना गंगानगर

—अप्रार्थी

उपस्थिति

माननीय न्यायाधीन श्री एस.एल.जैन, आर.एच.

जे.एस.

प्रार्थीयुनियन की ओर से: श्री जयवीर सिंह

अप्रार्थी की ओर से: श्री प्रवीण बलवदा

दिनांक अर्वाइ : 6-11-1992

अवार्ड

केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने उप-रोक्त आदेश द्वारा निम्न विवाद इस न्यायाधिकरण को वास्ते अधिनिर्णय औद्योगिक विवाद अधिनियम, 1947, जिसे आगे चलकर अधिनियम संशोधित किया जायेगा, की धारा 10(1)(ब) के अन्तर्गत प्रेषित किया है :

"Whether the action of the management of S.D.O.(T) Suratgarh is justified in terminating the services of Shri Radhey Shyam with effect from 1-7-88. If not to what relief is the workman entitled?"

2. महामंत्री, भारतीय मजदूर संघ, श्रीगंगानगर, जिसे तत्पश्चात् प्रार्थी संघ संशोधित किया है ने दावे के कथन में निम्नलिखित अभिवाक किये हैं :

यह कि श्रमिक राधेश्याम पुत्र श्री रजितराम मिश्रा को अप्रार्थी द्वारा दिनांक 1-2-76 को दैनिक वेतन भोगी श्रमिक के तौर पर नियुक्त किया गया था। नियुक्ति की दिनांक से ही श्रमिक ने पूर्ण लगन, मेहनत व ईमानदारी से ड्यूटी अंजाम दी है। अप्रार्थी को जब काम करना होता प्रार्थी श्रमिक से कार्य करवाने जब कार्य समाप्त हो जाता उसका नाम मस्टरोल पर नहीं लिखते और कहते कि 2-4 माह बाद आना। प्रार्थी चक्कर लगाता रहता, उसे कभी काम पर लिया जाता तो कभी हटा दिया जाता। यही क्रम 1983 तक चलता रहा।

3. प्रार्थी संघ कहता है कि श्रमिक हमेशा की तरह काम पर आता रहा किन्तु उसे काम पर लेने से इंकार किया और कहा कि नई भर्ती बंद है, विधिनुसार पिछली अवधि का अगर मैडीकल प्रमाण पत्र ले आओ तो तुम्हें रखा जा सकता है। अप्रार्थी नियोजक के कथनानुसार प्रार्थी श्रमिक ने मैडीकल प्रमाण पत्र प्रस्तुत किया तो प्रार्थी को जनवरी 1988 में पुनः कार्य पर रख लिया गया और पूर्व की तरह वह अपनी ड्यूटी अंजाम देता रहा किन्तु अचानक दिनांक 1-7-88 को अप्रार्थी ने अचानक बिना पूर्ण सूचना दिये एवं नोटिस दिये तथा बिना छुट्टी का मुआवजा दिये सेवा से पृथक् कर दिया जो अवैध व गैर कानूनी है। प्रार्थी ने एक कलैण्डर वर्ष में 240 दिवस की लगातार सेवा की थी और बिना नोटिस, नोटिस में अथवा छुट्टी का मुआवजा दिये उसे सेवा मुक्त करना धारा 25-एफ के अधिनियम के प्रावधानों की अवहेलना करने से अनुचित एवं अवैध है।

4. यह भी अभिकथन किया कि प्रार्थी द्वारा किया जाने वाला कार्य स्थाई प्रकृति का है तथा प्रार्थी श्रमिक से कनिष्ठ श्रमिक संस्थान में अभी तक कार्यरत है। इस प्रकार अप्रार्थी ने धारा 25-एच अधिनियम के प्रावधानों की भी अवहेलना की है।

5. अतः प्रार्थी संघ की प्रार्थना है कि श्रमिक का सेवा मुक्ति आदेश दिनांक 1-7-88 अनुचित एवं अवैध घोषित करते हुए निरस्त किया जावे एवं प्रार्थी को सर्वेजन्य एवं अन्य सभी लाभों सहित सेवा में बहाल किया जावे।

6. अप्रार्थी नियोजक ने जवाब प्रस्तुत कर केनेम के कथनों को अस्वीकार करते हुए कहा है कि प्रार्थी श्रमिक ने विपक्षी के यहां जनवरी 1982 से दैनिक वेतन के आधार पर अस्थायी व आकस्मिक मजदूर के स्थान पर कार्य करना शुरू किया था न कि दिनांक 1-2-76 से। श्रमिक अकसर कार्य छोड़कर चला जाता था। श्रमिक ने कियी भी कलैण्डर वर्ष में 240 दिवस की लगातार सेवा पूर्ण नहीं की है। प्रार्थी श्रमिक को लक्षित कार्य के लिये अस्थायी तौर पर रखा गया और कार्य की समाप्ति पर उसकी सेवायें स्वयं ही समाप्त हो गई। अप्रार्थी ने कभी भी प्रार्थी को मैडीकल प्रमाण पत्र लाने को नहीं कहा बल्कि प्रार्थी स्वयं ही 4 साल 2 माह यानि 1-11-83 से 31-12-87 तक अनुपस्थित रहा और उसके बाद स्वयं ही मैडीकल नेकर जनवरी 1988 में उपस्थित हो गया। उसकी प्रार्थना पर लक्षित कार्यों के लिये अस्थायी तौर पर उमे मस्टरोल पर रखा गया था न कि पुरानी सर्विस के आधार पर। चूंकि उसे अस्थायी तौर पर आकस्मिक पद पर दैनिक वेतन भोगी के रूप में रखा गया था अतः नोटिस, नोटिस में अथवा मुआवजा भुगतान का प्रश्न ही पैदा नहीं होता। प्रार्थी ने कियी भी कलैण्डर वर्ष में 240 दिवस की सेवा पूरी नहीं की नही उसने कोई कनिष्ठ श्रमिक अप्रार्थी संस्थान में कार्यरत है। धारा 25-एफ व एच के प्रावधान लागू नहीं होते और न ही उनकी अवहेलना साबित है अतिरिक्त कथन में नियोजक का कहना है कि प्रार्थी स्वयं ही स्वेच्छा से कार्य छोड़कर चला जाता था अतः अधिनियम लागू नहीं होता और इसलिये प्रार्थी श्रमिक को केनेम खारिज किये जाने योग्य है।

7. प्रार्थी श्री राधेश्याम ने अपने दावे के समर्थन में अपना स्वयं का शपथ पत्र पेश कर सत्यापित कराया है। निम्ने नियोजक प्रतिनिधि ने जिरह की। प्राथमिक भाषण में प्रदर्श डब्ल्यू-1 लगातार डब्ल्यू-20 फोटो प्रतियां प्रस्तुत की हैं। इसके विपरीत नियोजक की तरफ से श्री नरेन्द्र कुमार शर्मा महायुक्त अभियन्ता दूर संचार, श्री गंगानगर का शपथ पत्र प्रेषित हुआ है जिससे प्रार्थी के प्रतिनिधि ने जिरह की है।

8. तत्पश्चात् मैंने पक्षकारों के सुयोग्य प्रतिनिधियों की बहुम सुनी, पत्रावली एवं पत्रावली पर उपलब्ध सामग्री तथा विधि के सुसंगत प्रावधानों का ध्यान पूर्वक परीक्षण किया। अब मैं पक्षकारों के साक्ष्य का मूल्यांकन करते हुए अभिनिर्णित करूंगा कि प्रार्थी ने

बिना किसी व्यवधान के अप्रार्थी नियोजक के यहाँ निरंतर दिनांक 6-7-88 तक 240 दिवस की अवधि तक कार्य किया है अथवा नहीं।

9. यह प्रकरण औद्योगिक विवाद अधिनियम, 1947 की धारा 25-एफ, जी व एच के प्रावधानों की अवहेलना बताते हुए तथा प्रार्थी की छटनी को अवैध बताते हुए प्रस्तुत किया गया है। विपक्षी ने यह अभिकथन किया है कि प्रार्थी को आकस्मिक तौर पर मात्र लक्षित कार्य के लिये अस्थाई तौर पर दैनिक वेतन भोगी के रूप में रखा गया था।

10. प्रार्थी को साक्ष्य का मूल्यांकन करने के पश्चात् मैं इस निष्कर्ष पर पहुँचा हूँ कि उसे सर्वप्रथम 1-2-74 को अप्रार्थी नियोजक द्वारा दैनिक वेतन भोगी चतुर्थ श्रेणी श्रमिक के रूप में नियुक्त किया गया और सन् 1983 तक उसे कभी कार्य से हटा लिया जाता था और कभी कार्य पर लगा दिया जाता था। प्रार्थी 1-11-53 से बाल नामक व्याधि से पीड़ित होकर चिकित्सा हेतु चला गया और 6-6 माह के रोग प्रमाण पत्र अप्रार्थी नियोजक के यहाँ भेजता रहा जिससे संबंधित प्रमाण पत्र प्रदर्श डब्ल्यू-6 से डब्ल्यू 13 हैं। अंत में स्वास्थ्य प्रमाण पत्र दिनांक 31-12-87 लेकर प्रार्थी नियोजक के यहाँ 1-1-88 को उपस्थित हुआ जो प्रदर्श डब्ल्यू-14 है। इन प्रमाण पत्रों के आधार पर नियोजक के उसे 2-1-82 से पुनः कार्य पर ले लिया और प्रार्थी अपना कार्य पूर्व की तरह करने लगा।

11. यह उल्लेखनीय है कि सहायक अभियन्ता दूर संचार श्री नरेन्द्र कुमार शर्मा ने अपनी प्रति परीक्षा में श्रमिक द्वारा प्रस्तुत किये गये प्रलेख प्रदर्श डब्ल्यू-1 से डब्ल्यू-17 पर कार्यालय की सील मोहर होता माना है तथा प्रदर्श डब्ल्यू-15 व डब्ल्यू-17 पर की आर.पी. खट्टर तत्कालीन एम.डी.ओ. (टी) सुरतगढ़ की हस्ताक्षर होना भी स्वीकार किया है, प्रदर्श डब्ल्यू-4 पर भी एम.डी.ओ. (टी) सुरतगढ़ को जी.एस. सोलंकी के हस्ताक्षर होना स्वीकार किया है। श्रमिक राधे श्याम की साक्ष्य का समर्थन प्रादेशिक प्रमाणों से हुआ है जो स्वीकृत दस्तावेज हैं। प्रदर्श डब्ल्यू-1 के अनुसार श्रमिक ने फरवरी 1976 से मई 1976 तक 96 दिवस, प्रदर्श डब्ल्यू-4 के अनुसार सितम्बर 1979 व अक्टूबर 1979 में 26 दिवस कार्य किया है। प्रदर्श डब्ल्यू-2 व डब्ल्यू-3 के अनुसार श्रमिक ने जनवरी 82 से दिसम्बर 1982 तक रविवारीय एवं अन्य अवकाशों को छोड़कर 223 दिवस कार्य किया है तथा उससे लगातार भी प्रदर्श डब्ल्यू-5 व 6 के अनुसार 135 दिवस कार्य जनवरी 1983 से अक्टूबर 1983 तक की अवधि में किया है। इस प्रकार श्रमिक ने एक कलैण्डर वर्ष में 240 दिवस को सेवा अप्रार्थी नियोजक के यहाँ पूरी कर ली थी। श्रमिक के कथनानुसार उसके बाद वह अस्वस्थ हो गया और दिनांक 1-11-83 से 31-12-83 तक अवकाश पर रहा। इस संबंध में प्रदर्श डब्ल्यू-6 लगायत प्रदर्श डब्ल्यू-13 रोग प्रमाण पत्र प्रस्तुत किये हैं तथा प्रदर्श डब्ल्यू-14 स्वास्थ्य

प्रमाण पत्र प्रस्तुत किया है। सुयोग्य प्रतिनिधि प्रबंधक ने दलील दी कि उक्त प्रमाण पत्र अविश्वसनीय है क्योंकि उपरोक्त प्रदर्शों के क्रमांक लगातार 74 से 81 हैं और जिस वैद्य ने ये प्रमाण पत्र जारी किये हैं उसका परीक्षण नहीं कराया गया है। यहाँ यह घटना प्रासंगिक होगा कि इन प्रमाण पत्रों की वैधता के बारे में यहाँ निर्णय नहीं किया जाना है। श्रमिक ने ये प्रमाण पत्र नियोजक के समक्ष प्रस्तुत किये जिनके आधार पर हो उसे पुनः सेवा में लिया गया। इस प्रकार इन लेखित अनुपस्थिति को कंडोम (condome) किया हुआ माना जाना चाहिये। श्रमिक को जनवरी 1988 में पुनः सेवा में लिया गया और उसने वर्ष 1988 में जनवरी से मई तक 130 दिवस कार्य किया जो प्रदर्श डब्ल्यू-17 से प्रमाणित है। प्रदर्श डब्ल्यू-15 से यह प्रमाणित है कि श्रमिक ने जून 1988 में 23 दिवस तक कार्य किया। उसके बाद उसे बिना नोटिस दिये अथवा मुआवजा दिये तथा बिना वरिष्ठता सूची जारी किये जुबानी आदेश द्वारा सेवा से पृथक कर दिया गया। यहाँ यह भी उल्लेखनीय है कि श्रमिक ने पूर्व में अपनी अनुपस्थिति का कारण अस्वस्थता बताया तब उसे इस बाबत कोई नोटिस अथवा आरोप पत्र नहीं दिया गया तथा उस समय तक प्रार्थी श्रमिक एक कलैण्डर वर्ष में 240 दिवस से अधिक सेवा पूरी कर चुका था जैसा कि ऊपर साक्ष्य का मूल्यांकन करते हुए मैंने प्रमाणित माना है। अप्रार्थी के साक्षी श्री शर्मा ने अपने शपथ पत्र अथवा प्रति परीक्षण में प्रार्थी द्वारा प्रस्तुत साक्ष्य कि वह दिनांक 1-1-83 से 31-12-87 तक अस्वस्थ रहा, का कोई खंडन नहीं किया है तथा उसे इस अवधि में मात्र अनुपस्थित बताया गया है। विपक्षी के साक्षी श्री शर्मा ने यह भी स्वीकार किया है कि श्रमिक को हटाने से पूर्व उसे त तो कोई एक माह का नोटिस अथवा उसके पत्र में एक माह का वेतन या छटनी मुआवजा दिया गया है और ना ही कोई वरिष्ठता सूची प्रकाशित की गई है। अतः धारा 25-एफ, जी एवं एच के प्रावधानों की अवहेलना अप्रार्थी द्वारा किया जाना प्रमाणित है। मैं अपने इस निष्कर्ष के संबंध में स्याम इण्डियन एम.जी. एल.जे. 1988-90 पेज 662 कृष्ण कुमार दवे बनाम यू.पी. राज्य खाद्य एवं आवश्यक वस्तु अधिनियम, डब्ल्यू. एल.आर. 1991 (एम) 109 भीष्मरास बनाम राजस्थान राज्य एवं डब्ल्यू. एल. आर. 1991 (एस) राजस्थान 139 माधोशंकर दवे बनाम राजस्थान राज्य पर भरोसा करता हूँ।

12. तथ्यों और विधि के उपरोक्त समस्त कारणों से इस निर्देश का अधिनिर्णय निम्न प्रकार किया जाता है:

“श्रमिक श्री राधेश्याम की दिनांक 1-7-88 से सेवा युक्ति जाना उचित एवं बंध नहीं है। इसे इसके पद पर नियोजित घोषित करते हुए इसके पद के समस्त पिछला वेतन एवं अन्य सभी लाभ दिलाये जाते हैं। इसकी सेवा की निरंतरता कायम रखी जाती है। 100/- रु. खर्चा मुफ्तमा भी दिलाया जाता है। अगर नियोजक

अंदर तीन माह उक्त राशि श्रमिक को अदा नहीं करेगा तो 12 प्रतिशत वार्षिक दर से ब्याज भी देना पड़ेगा।”

13. उपरोक्त आशय का अवाई पारित किया जाता है जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जाये।

शंकर लाल जैन, पीठासीन अधिकारी

नई दिल्ली, 27 जनवरी, 1993

का. आ. 344.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम डिस्ट्रिक्ट इंजीनियर कर्नाल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-93 को प्राप्त हुआ था।

[सं. एल-40012/91/88-डी-2(बी) (पी टी)]

के. बी. बी. उष्णी, डेस्क अधिकारी

New Delhi, the 27th January, 1993

S.O. 344.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom. District Engineer, Karnal and their workmen, which was received by the Central Government on 25th January, 1993.

[No. L-40012/91/89-D.II(B)(Pt.)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 124/89

Gurdeep Singh Vs. Telecommunication.

For the workman—Shri H. S. Bath.

For the management—Shri Arun Walia.

AWARD

Central Government vide gazette notification No. L-40012/91/88-D 2(B) dated 1st August 1989 issued U/S 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the Telecommunication District Engineer, Karnal in terminating the service of Shri Gurdeep Singh S/o Sh. Harbhajan Singh Casual worker w.e.f. 1st August, 1987 before his regularisation as per directive of Supreme Court is just, fair and legal? If not, to what relief the worker concerned is entitled to?”

2. In the statement of claim it has been alleged that the petitioner has put in more than one year of service with the respondent management as mazdoor to the satisfaction of the respondent. It is further alleged that his appointment was through employment exchange and there was no break in the service. He has further alleged that his services were illegally terminated on 1st August, 1987 without any legal notice, without payment of retrenchment compensation alongwith retrenchment order which is condition precedent and thus the respondent management has violated the provisions of section 25-F

of the I.D. Act 1947. It is further alleged that the respondent management has violated the provisions of Section 25-F and H of the I.D. Act 1947 as juniors namely Aditya Prashad and Dharambir have been retained in the service. It is further alleged that there is lot of work with the telecommunication department and there is no need to retrench the workman petitioner. It is also alleged that he has put in more than 240 days service with the respondent management and prayed that he be reinstated with full back wages and continuity of service.

3. The claim of the petitioner was contested. It has been pleaded that the services of the petitioner was terminated w.e.f. 1st August, 1987. It was admitted that the retrenchment compensation was given on 9th October, 1987 and thus provisions of Section 25-F of the I.D. Act 1947 has been complied. Other contentions were denied. It is further pleaded that no juniors have been retained and thus there is no violation of Section 25-F and H and prayed for dismissal of the reference.

4. Replication was also filed reasserting the claim made in the claim petition.

5. The petitioner in support of his case produced himself as WW1 and filed his affidavit Ex. W1 in evidence and also relied on documents Ex. W2 to W4 the circular, Respondent management produced Shri G. S. Bains MW1 who tender his affidavit Ex. M1 and relied on the documents Ex. M2 to M3 showing payment of retrenchment compensation and Ex. M4 to M5 the documents showing the number of days put in by the workman. In cross-examination he has admitted that no notice issued to the workman retrenching him, no reason was given. He has also admitted in cross-examination that alongwith the said notice no retrenchment compensation was given to the workman.

6. I have heard both the parties and gone through the evidence on the record. Learned counsel appearing on behalf of workman has argued that the respondent management has violated the provisions of Section 25-F of the I.D. Act 1947 as the workman was not paid retrenchment compensation alongwith retrenchment order which is condition precedent although the petitioner had completed 240 days in the preceding year to the date of retrenchment. I find force in this contention. Services of the petitioner were terminated w.e.f. 1st August, 1987. Ex. M4 and Ex. M5 are the must rolls showing the number of days put in by the petitioner in the preceding year to the date of retrenchment. The petitioner has completed the service of 240 days continuously in the preceding year to the date of retrenchment. Clause 'B' of Section 25-F lays down that as a precondition to retrenchment as the workman should be paid compensation at the time of retrenchment. This condition is a condition precedent to a valid order of retrenchment. If, therefore, no retrenchment compensation is paid to the workman before they are asked to go retrenchment order is bad, invalid and inoperative in law. If, retrenchment order is invalid, abinitio, subsequent payment of compensation can not validate it. From the documents Ex. M2 to M3 it is apparent that the retrenchment compensation was offered only on 9th October, 1987 although the termination was effected w.e.f. 1st August, 1987. Not only this the management's witness Shri G. S. Bains MW1 has also admitted to this effect. If any authority is needed 1970(2) L.L.J. page 179 Somu Kumar Chatterjee Vs. District Signi Telecommunication Engineer and 1967(2) L.L.J. page 2 National Iron & Steel Co. Vs. State of West Bengal can be read in this regard.

In view of the discussion made in the earlier paras, the termination of the petitioner is certainly bad in the eye of law and is set aside. He is ordered to be reinstated with continuity of service with all consequential benefits.

However, with regard to the back wages, the petitioner in the statement of claim has nowhere stated that he remained unemployed through out nor such stand has been taken during the course of evidence. In all fairness the petitioner is awarded only 50 per cent of the back wages that too w.e.f. the date of reference i.e. 1st August, 1989.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 27 जनवरी, 1993

का. प्रा. 345.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, चीफ इंजीनियर (प्रोजेक्ट) सम्पर्क, जम्मू के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-93 को प्राप्त हुआ था।

[सं. एन.-14011/6/89-आई.आर. (डी.यू.) (पीटी)]
के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 27th January, 1993

S.O. 345.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Chief Engineer, (Proj) Sampark, Jammu and their workmen, which was received by the Central Government on 25-1-93.

[No. L-14011/6/89-IR(DU)(Pt.)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 112/90

Jai Ram and Others

Versus

Sampark Project

For the Workman—None.

For the Management—Shri D. R. Babu.

AWARD

Central Government vide Gazette notification No. L-14011/6/89-IR(DU) dated 23-8-1990 issued U/s 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Management of Chief Engineer (Project) Sampark, Jammu in imposing lockout and subsequently terminating the services of the 37 workmen (list) enclosed w.e.f. 9-3-1989 is justified? If not, what relief they are entitled to and from what date?”

2. For award see reference No. I.D. 142/90 Gopal Chand Vs. Sampark Project.

ARVIND KUMAR, Presiding Officer

Chandigarh

8th December, 1992.

नई दिल्ली, 27 जनवरी, 1993

का. प्रा. 346.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, चीफ इंजीनियर (प्रोजेक्ट) सम्पर्क, जम्मू के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-93 को प्राप्त हुआ था।

है, जो केन्द्रीय सरकार को 25-1-93 को प्राप्त हुआ था।

[सं. एन.-14011/11/89-आई.आर. (डी.यू.) (पीटी)]
के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 27th January, 1993

S.O. 346.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Chief Engineer (Project), Sampark, Jammu and their workmen, which was received by the Central Government on 25-1-93.

[No. L-14011/11/89-IR (DU) (Pt.)]

K.V.B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 12/90

S/Shri Bal Ram and Others

Versus

Sampark Project.

For the Workman—None.

For the Management—Shri D. R. Babu.

AWARD

Central Government vide Gazette notification No. L-14011/11/89-IR(DU) dated 18th September, 1990 issued U/S 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Chief Engineer (Project) Sampark, Jammu in terminating the services of S/Shri Bal Ram, Chatu Lal, Shedu Lal, Fee Bai, Shad mate w.e.f. 1-4-89 and Pancham Dass, Shantoshi Bai, Radha Bai, Ram Bai, w.e.f. 10-4-89 is justified? If not what relief the workmen concerned are entitled to and from what date?”

2. For award see reference No. I.D. 142/90 Gopal Chand Vs. Sampark Project.

ARVIND KUMAR, Presiding Officer

Chandigarh

8th December, 1992.

नई दिल्ली, 27 जनवरी, 1993

का. प्रा. 347.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, चीफ इंजीनियर (प्रोजेक्ट) सम्पर्क, जम्मू के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-93 को प्राप्त हुआ था।

[सं. एन.-14011/12/89-आई.आर. (डी.यू.) (पीटी)]
के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 27th January, 1993

S.O. 347.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government

Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of Chief Engineer (Project), Sampark, Jammu and their workmen which was received by the Central Government on 25-1-1993.

[No. L-14011/12/89-IR(DU)(Pt.)]

K.V.B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. 122/90

S/Shri Janak Raj and Others

Versus

Sampark Project.

For the Workman—None.

For the Management—Shri D. R. Babu.

AWARD

Central Government vide Gazette notification No. L-14011/12/89-IR(DU) dated 18th September, 1990 issued U/S 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Chief Engineer (Project) Sampark Jammu in terminating the services of S/Shri Janak Raj, Gharn Lal, Charan Dass, Bainta Ram, Sikandri Lal, Hakikat Singh, Giridhari Lal, Sohan Lal and Duwarka Nath w.e.f. 30-4-89 is justified? If not, what relief the workmen concerned are entitled to?”

2. For award see reference No. I.D. 142/90 Gopal Chand Vs. Sampark Project.

ARVIND KUMAR, Presiding Officer

Chandigarh

8th December, 1992.

नई दिल्ली, 27 जनवरी, 1993

का. आ. 348.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार (प्रोजेक्ट) सम्पर्क जम्मू के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-93 को प्राप्त हुआ था।

[सं. एल-14011/13/89-आईआर (डीयू) (पीटी)]

के. बी. बी. उण्णा, डेस्क अधिकारी

New Delhi, the 27th January, 1993

S.O. 348.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of (Project), Sampark, Jammu and their workmen, which was received by the Central Government on 25-1-1993.

[No. L-14011/13/89-IR (DU) (Pt.)]

K. V. B. UNNY, Desk Officer.

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH.

Case No. I. D. 123/90

S/Sh Mate Naringan Singh and Vs. Others.

Sampark Project.

For the Workmen : None.

For the Management : Shri D. R. Babu.

AWARD

Central Government vide Gazette notification No. L-14011/13/89-IR (DU), dated the 19th September, 1990 issued U/S 10(1)(d) of the I. D. Act, 1947 referred the following dispute to this Tribunal for adjudication ;

“Whether the action of the (Project) Sampark, Jammu in terminating the services of Mate Naringan Singh and 22 others w.e.f. 10-4-1989 is justified? If not, what relief the workmen concerned are entitled to and from what date?”

2. For award see reference No. I. D. 142/90 Gopal Chand Vs. Sampark Project.

Chandigarh

ARVIND KUMAR, Presiding Officer.

नई दिल्ली, 27 जनवरी, 1993

का. आ. 349.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीफ इंजीनियर, (प्रोजेक्ट) सम्पर्क, जम्मू के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-93 को प्राप्त हुआ था।

[सं. एल-14011/6/90-आईआर (डी. यू.) (पीटी)]

के. बी. बी. उण्णा, डेस्क अधिकारी

New Delhi, the 27th January, 1993

S.O. 349.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of Chief Engineer (Project), Sampark, Jammu and their workmen, which was received by the Central Government on 25-1-1993.

[No. L-14011/6/90-IR (DU) (Pt.)]

K. V. B. UNNY, Desk Officer.

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. 132/90

Pardesi and Others Vs. Sampark Project.

For the Workmen : None.

For the Management : Shri D. R. Babu.

AWARD

Central Government vide Gazette notification No. L-14011/6/90-IR(D), dated the 25th September, 1990 issued

U/S 10(1)(d) of the I. D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Chief Engineer (Project) Sampark, Jammu in terminating the services of their workmen (as per Annexure) is justified ? If not, what relief the workmen concerned are entitled to and from what date ?"

2. For award see reference No. I. D. 142/90 Gopal Chand Vs. Sampark Project.
Chandigarh

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 27 जनवरी, 1993

का. आ. 350.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकम्युनिकेशन रोहतक के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अतुल्य में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-93 को प्राप्त हुआ था।

[सं. एन.-40012/73/88-डी-2(बी) (पाटो)]

के. बी. बी. उणी, डेस्क अधिकारी

New Delhi, the 27th January, 1993

S.O. 350.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of D/o Telecom Rohtak and their workmen, which was received by the Central Government on 25-1-93.

[No. L-40012/73/88-DII(B)(Pt.)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 119/89

Raghubir Singh Vs. Telecommunication

For the workman : Shri H. S. Bath.

For the management : Shri Arun Wallia.

AWARD

Central Government vide gazettee notification No. L-40012/73/88-D.II(B) dated 1st August 1989 issued U/s 10 (1)(d) of the I.D. Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management in terminating the services of Shri Raghubir Singh S/o Shri Bahadur Singh w.e.f. 1-8-87 is just fair and legal ? If not, what relief, the workman is entitled to ?"

2. In the statement of claim it has been alleged that the petitioner has put in more than one year of service with the respondent management as mazdoor to the satisfaction of the respdt. It is further alleged that his appointment was through employment exchange and there was no break in the service. He has further alleged that his services were illegally terminated on 1-8-1987 without any legal notice, with out payment of retrenchment compensation alongwith retrenchment order which is condition precedent and thus the respondent management has violated the provisions of Section 25-F of the I.D. Act 1947. It is further alleged that the respondent management has violated the provisions of Section 25-G and H of the I.D. Act 1947 as juniors namely

Aditya Prashad and Dharamvir have been retained in the service. It is further alleged that there is lot of work with the telecommunication department and there is no need to retrench the workman/petitioner. It is also alleged that he has put in more than 240 days service with the respdt. management and prayed that he be reinstated with full back wages and continuity of service.

3. The claim of the petitioner was contested. It has been pleaded that the services of the petitioner was terminated w.e.f. 1-8-1987. It was admitted that the retrenchment compensation was given on 9-10-1987 and thus provisions of Section 25-F of the I.D. Act 1947 has been complied. Other contentions were denied. It is further pleaded that no juniors have been retained and thus there is no violation of Section 25-G and H prayed for dismissal of the reference.

4. Replication was also filed reasserting the claim made in the claim petition.

5. The petitioner in support of his case produced himself as WW1 and filed his affidavit Ex. W1 in evidence and also relied on documents Ex. W2 to W4 the circulars. Respondent management produced Shri G. S. Bains MW1 who tender his affidavit Ex. M1 and relied on the documents Ex. M2 to M3 showing payment of retrenchment compensation and Ex. M4 to M5 the documents showing the number of days put in by the workman. In cross examination he has admitted that no notice issued to the workman retrenching him no reason was given. He has also admitted in cross-examination that alongwith the said notice no retrenchment compensation was given to the workman.

6. I have heard both the parties and gone through the evidence on the record. Learned counsel appearing on behalf of workman has argued that the respondent management has violated the provisions of Section 25-F of the I.D. Act 1947 as the workman was not paid retrenchment compensation alongwith retrenchment order which is condition precedent although the petitioner has completed 240 days in the preceding year to the date of retrenchment. I find force in this contention. Services of the petitioner were terminated w.e.f. 1-8-1987. Ex. M4 and Ex. M5 are the muster roll showing the number of days put in by the petitioner in the preceding year to the date of retrenchment. The petitioner has completed the service of 240 days continuously in the preceding year to the date of retrenchment. Clause 'B' of Section 25-F lays down that as a precondition to retrenchment as the workman should be paid compensation at the time of retrenchment. This condition is a condition precedent to a valid order of retrenchment. If, therefore no retrenchment compensation is paid to the workman before they are asked to go, retrenchment order is bad, invalid and inoperative in law. If, retrenchment order is invalid, ab initio, subsequent payment of compensation can not validate it. From the documents Ex. M2 to M3 it is apparent that the retrenchment compensation was offered only on 9-10-1987 although the termination was effected w.e.f. 1-8-1987. Not only this the management's witness Shri G. S. Bains MW1 has also admitted to this effect. If any authority is needed 1970(2) I.L.J. page 179 Somu Kumar Chatterjee Vs. District Signal Telecommunication Engineer and 1967 (2) I.L.J. page 23 National Iron & Co. Vs. State of West Bengal can be read in this regard.

In view of the discussion made in the earlier paras. the termination of the petitioner is certainly bad in the eye of law and is set aside. He is ordered to be reinstated with continuity of service with all consequential benefits.

However with regard to the back wages, the petitioner in the statement of claim has nowhere stated that he remained unemployed through out nor such stand has been taken during the course of evidence. In all fairness the petitioner is awarded only 50 per cent of the back wages that too w.e.f. the date of reference i.e. 1-8-1989.

Announced. Subject to the approval by the Ministry of Labour

3-12-1992.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 27 जनवरी, 1993

का. आ. 351.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार की बी. एम. बी. धुलकोट के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-93 को प्राप्त हुआ था।

[सं. एल-42012/14/90-आईआर (डीयू) (पीटी)]

के. वी. बी. उण्णी, डेस्क अधिकारी

New Delhi, the 27th January, 1993

S.O. 351.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of BBMB Dhulkot and their workmen, which was received by the Central Government on 25-1-1993.

[No. L-42012/14/90-IR(DU)(Pt.)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 160/90

Rameshwar Dass Vs. B.B.M.B.

For the workman : None.

For the management : Shri C. Lal.

AWARD

Central Government vide gazette notification No. L-42012/14/90-I.R.(DU) dated 9th November, 1990 issued U/S 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Executive Engineer, O&M Division, BBMB, Dhulkot in terminating the services of Shri Rameshwar Dass, Chowkidar w.e.f. 10-1-1986 is justified? If not, to what relief the concerned workman is entitled to and from what date?"

2. The petitioner has not put up appearance in spite of repeated registered notices and thus vide order dated 25-11-1992 the management was asked to adduce evidence for the purpose of decision on merits.

The respdt. management produced P. P. Wahi XFN, BBMB as MW* in evidence. He has stated that he has brought the record pertaining to Rameshwar Dass. He has stated that the petitioner was appointed in pursuance of the latter Ex. M1 on 1-9-1985 and his employment was for specified period against specific work. He has also stated that the work was completed in the beginning of January, 1986. He has also stated that all the co-workers were also removed from the service and no further appointment was made after the termination of the services of the petitioner. He has also stated that the petitioner had worked for 132 days.

3. I have perused the evidence and the appointment letter Ex. M1. Appointment of the petitioner was certainly for specific period i.e. for one month as apparent from the appointment letter Ex. M1 and also against specific work and on the completion of the said work the petitioner was removed from the service and thus the case of the petitioner squarely falls within exclusion clause of Section 2(o)(bb) of I.D. Act.

As apperent from the evidence of the said witness no further employment has been made by the respondent management after the termination of the services of the workman. The petitioner had only worked for 132 days. Thus there is also no violation of Sections 25H and F of the I.D. Act.

In view of the discussion made in the earlier paras, the termination of the petitioner is justified and no claim is made out to the petitioner and the same is rejected. The award is returned to the Ministry accordingly.

Chandigarh

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 28 जनवरी, 1993

का. आ. 352.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तुंगभद्रा बोर्ड, टी. बी. डैम, होस्पेट के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-93 को प्राप्त हुआ था।

[सं. एल-42012/152/91-आईआर (डीयू) (पीटी)]

के. वी. वा. उण्णी, डेस्क अधिकारी

New Delhi, the 28th January, 1993

S.O. 352.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Tungabhadra Board, T. B. Dam, Hospet and their workmen, which was received by the Central Government on 27-1-1993.

[No. L-42012/152/91-IR (DU) (Pt.)]

K. V. B. UNNY, Desk Officer.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT
HYDERABAD.

PRESENT :

Shri Y. Venkatachalam, M.A., B.L., Chairman.

DATED THE FIFTH JANUARY NINETEEN HUNDRED
AND NINETY THREE

I. D. NO. 39 OF 1992.

BETWEEN :

Shri A. Muddanna, S/o. Shri Karibasappa, Badanahatti
Village, Bellary Dist., 583 104 ..Petitioner/
Workman.

AND

1. The Secretary, Tungabhadra Board, T. B. Dam, Via
Hospet, Bellary Dist., 583 225,

2. The Executive Engineer, IIC Division, Cantonment,
Bellary-583 101 Respondent/Management.

APPEARANCES :

None for the Petitioner.

None for the Respondent.

AWARD

This is a reference referred by Government of India, Ministry of Labour vide letter No. L-42012/152/91-IR (DU), dated 25-6-1992 for the adjudication of the dispute between

the Management of M/s. T. B. Board, T. B. Dam and their workman with the following Annexure :

"Whether the action of the management of Tuhghbhadra Board T. B. Dam, Hospet in terminating the services of Shri A. Muddanna, S/o, Shri Karibasappa w.e.f. 1-7-1986 is justified? If not, what relief he is entitled to?"

2. After receiving the reference it is registered in this Office as I. D. No. 39 of 1992 and notices were sent to the Workman and the Management. The Workman received Registered notice. Although the notice was served on the workman he did not appear before this Tribunal and he did not engage any advocate to advocate his case. Moreover the workman did not file any Claim Statement. The advocate for the Respondent filed two petitions. One is I. A. No. 246/92 and other is not approved. The first I. A. is filed for condonation of delay in filing the petition and that petition is dismissed.

3. In view of the facts and circumstances there is no alternative for this Tribunal except to pass nil Award, as there is no record of material on either sides to decide the matter on merits.

4. In the result nil Award is Passed.

Dictated to the Stenographer and transcribed by him and corrected by me and given under my hand and seal of this Tribunal on this the 5th day of January, 1993.

Y. VENKATACHALAM, Chairman.
Appendix of Evidence
NIL

नई दिल्ली, 27 जनवरी, 1993

का. आ. 353.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ पटियाला के प्रबंधन के संबंध नियोजकों और उनके कार्यों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम व श्रम मंत्रालय चण्डीगढ़ के पंचद को प्रकाशित करता है, जो केन्द्रीय सरकार को 25-1-93 को प्राप्त हुआ था।

[संख्या ए-12012/200/89-आई आर (बी-III)]

एम. के. जैन, डेस्क अधिकारी

New Delhi, the 27th January, 1993

S.O. 353.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh, as shown in the Annexure, in the industrial dispute between the employees in relation to the management of State Bank of Patiala and their workmen, which was received by the Central Government on 25-1-1993.

[No. J-12012/200/89-IR (B-III)]

S. K. JAIN, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 168/89

Sukhdev Rai

Vs.

State Bank of Patiala.

For the workman—Shri D. L. Sikka.

For the management—None.

321 GI/93—5

AWARD

Central Government vide Gazette Notification No. L-12012/200/89-IR. (B.III) dated 10th October, 1989 issued U/s (1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of State Bank of Patiala in relation to their Kurukshetra Branch in terminating the services of Shri Sukh Dev Rai S/o Shri Pura Chand w.e.f. 12-3-86 is just, fair and legal. If not, to what relief the workman concerned entitled to?"

2. Present case was fixed for the evidence of the workmen. However representative of the workman Mr. D. L. Sikka has made a statement that he does not want to pursue with the present reference and the same may be treated as withdrawn. In view of the statement made by the representative of the workman a no dispute award is returned to the Ministry.

CHANDIGARH.

Camp at Delhi.

Dated : 29-12-1992.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 1 फरवरी, 1993

का.आ. 354.—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री टी. एन. द्विवेदी, अनुभाग अधिकारी को दिनांक 10-12-1992 से अगला आदेश जारी होने तक उत्प्रवास संरक्षी-II बम्बई के रूप में नियुक्त करती है।

[संख्या ए-22012/(1) 91-उत्प्रवास]

आर. के. गुप्ता, अवसर सचिव

New Delhi, the 1st February, 1993

S.O. 354.—In exercise of the powers conferred by Section 3 Sub-section (1) of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints Shri T. N. Dwivedi, Section Officer as Protector of Emigrants-II, Bombay with effect from 10-12-1992 till further orders.

[No. A-22012/1/91-Emig.]

R. K. GUPTA, Under Secy.

नई दिल्ली, 2 फरवरी, 1993

का.आ. 355.—कर्मचारी भविष्य निधि तथा प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 2 के खण्ड (के.वा.) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा भारत के राजपत्र, असाधारण के भाग-II, खंड-3, उप खंड (ii) 3 जुलाई, 1990 को प्रकाशित भारत सरकार श्रम मंत्रालय की दिनांक 29 जून, 1990 की अधिसूचना संख्या का.आ. 533(अ) में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना की अनुसूची में :—

(1) क्रमांक 12 के सामने स्तम्भ (2) के अन्तर्गत की गयी प्रविष्टि के स्थान पर निम्नलिखित प्रति-स्थापित किया जायेगा, अर्थात् :—

"श्री वाई.पी. भोंसले,

सहायक भविष्य निधि आयुक्त पंजाब"

- (2) क्रमांक 11 के सामने स्तम्भ (2) के अन्तर्गत की गयी प्रविष्टि के स्थान पर निम्नलिखित प्रति-स्थापित किया जायेगा, अर्थात् :—

“श्री जी. एन. नोबिस,
सहायक भविष्य निधि आयुक्त
उत्तर पूर्व क्षेत्र।”

[सं. आर-11013/2/90/एस एस II]

जे.पी. शुक्ला, अवसर सचिव

New Delhi, the 2nd February, 1993

S.O. 355.—In exercise of the powers conferred by Clause (kb) of Section 2 of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby makes the following amendment in the Notification of the Government of India, Ministry of Labour No. S.O. 533 (E) dated the 29th June, 1990 published in Part II, Section 3, sub-section (ii) of the Gazette of India, Extra-Ordinary dated the 3rd July, 1990, namely :—

In the Schedule to the said notification :—

- (i) against serial No. 12 for the entry under column (2), the following shall be substituted, namely :—

“Shri Y. P. Bhonsle,
Assistant Provident Fund Commissioner,
Punjab.”

- (ii) against serial No. 11 for the entry under column (2), the following shall be substituted, namely :—

“Shri G. N. Nobis,
Assistant Provident Fund Commissioner,
NORTHERN EASTERN REGION.”

[No. R-11013/2/90-SS.II]

J. P. SHUKLA, Under Secy.

नई दिल्ली, 3 फरवरी, 1993

का.आ. 356.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 16-2-93 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय-5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

“जिला मदुराई के वडीपट्टी तालुक में राजस्व ग्राम थनीचलम और सीथालंगुडि के अन्तर्गत आने वाले क्षेत्र।”

[संख्या एस-38013/1/93-एम एस I]

जे.पी. शुक्ला, अवसर सचिव

New Delhi, the 3rd February, 1993

S.O. 356.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 16th February, 1993 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said

Act shall come into force in the following areas in the State of Tamil Nadu, namely :—

“Areas comprising the revenue villages of Thanchayam and Sithalangudi in Vadipatti taluk of Madurai District.”

[No. S-38013/1/93-SS.I]

J. P. SHUKLA, Under Secy.

नई दिल्ली, 3 फरवरी, 1993

का.आ. 357.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 16-2-93 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय-5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध कर्नाटक राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

“जिला बंगलूर के होबली कसबा तालुक बंगलूर दक्षिण में राजस्व ग्राम कचर कनाहल्ली के अन्तर्गत आने वाले क्षेत्र।”

[एम. 38013/2/93-एम एस I]

जे.पी. शुक्ला, अवसर सचिव

New Delhi, the 3rd February, 1993

S.O. 357.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 16th February, 1993 as the date on which the provisions of Chapter IV (except Section 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of Section 76 and Section 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Karnataka, namely :—

“Area comprising of the revenue village Kacharkana Hally under Hobli Kasaba Taluk Bangalore North of District Bangalore.”

[No. S-38013/2/93-SS.I]

J. P. SHUKLA, Under Secy.

नई दिल्ली, 3 फरवरी, 1993

का.आ. 358.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 16-2-93 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (धारा-44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय-5 और 6 (धारा-76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

“उत्तर आरकोट अम्बेवकर जिले में ताल्लुक वनीथमबाड़ी के राजस्व ग्राम संख्या-64 कोमेव्वरम, 65-वादापुडुपेट, 66—

किन्नमूरनगई, 91 गिरिसमुद्रम, 92-वालायमपट्टु, 13-कोनम-पल्ली (कोथापल्ली) और सतगढ़ के अंतर्गत आने वाले क्षेत्र।”

[संख्या -एम-38013/3/93-एम एस-1]

जे. पी. शुक्ला, अवर सचिव

New Delhi, the 3rd February, 1993

S.O. 358.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 16th February, 1993 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force of the said Act shall come into force in the following areas in the State of Tamil Nadu, namely :—

“Areas comprising the revenue village No. 64 Kommeswaram, 65- Vadapudupet, 66-Kilmurungai, 91-Girisa-mudram, 92-Valapampattu, 13-Konampalli (Kotha-palli) and Satgarh of Vanimambadi Taluk in North Arcot Ambedkar District.”

[No. S-38013/3/93-SS.I]

J. P. SHUKLA, Under Secy.

नई दिल्ली, 8 फरवरी, 1993

का.आ. 359—कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 5(क) की उपधारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार इसके द्वारा भारत के राजपत्र के भाग-II, खण्ड 3(ii) में प्रकाशित भारत सरकार के श्रम मंत्रालय की अधिसूचना का.आ.सं. 92(ई), दिनांक 13 फरवरी, 1991 में निम्नलिखित संशोधन करती है।

उक्त अधिसूचना में क्रमांक 1 के सामने की प्रविष्टि के लिए निम्नलिखित प्रविष्टि दर्ज की जायेगी, अर्थात् :—

- (1) श्रम राज्य मंत्री,
भारत सरकार,
श्रम मंत्रालय।

[सं. यू-16012/1/93-एस एस-1 (क)]

जे. पी. शुक्ला, अवर सचिव

New Delhi, the 8th February, 1993

S.O. 359.—In exercise of the powers conferred by sub-section (1) of section 5-A of the Employees Provident Funds

and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. S.O. 92(E) dated the 13th February, 1991.

In the said notification, for serial No. 1 the following shall be inserted, namely :—

1. Minister of State for Labour,
Government of India,
New Delhi.

[No. U-16012/1/93-SS.I(A)]

J. P. SHUKLA, Under Secy.

नई दिल्ली, 8 फरवरी, 1993

का.आ. 360—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार इसके द्वारा भारत के राजपत्र के भाग-II, खण्ड 3(ii) दिनांक 8-9-1990 में प्रकाशित भारत सरकार के श्रम मंत्रालय की अधिसूचना का.आ.सं. 2401 दिनांक 27 अगस्त, 1990 में निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना में क्रमांक 1 के सामने की प्रविष्टि के लिये निम्नलिखित प्रविष्टि दर्ज की जायेगी, अर्थात् :—

- (1) श्रम राज्य मंत्री,
भारत सरकार,
नई दिल्ली।

[सं. यू-16012/1/93-एस एस-1(ख)]

जे. पी. शुक्ला, अवर सचिव

New Delhi, the 8th February, 1993

S.O. 360.—In exercise of the powers conferred by section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour S.O. No. 2401 dated the 27th August, 1990 published in the Gazette of India, Part II, Section 3(ii) dated the 8th September, 1990.

In the said notification for Serial No. 1, the following shall be inserted, namely :—

- “1. Minister of State for Labour,
Government of India,
New Delhi.”

[No. U-16012/1/93-SS.I(B)]

J. P. SHUKLA, Under Secy.

